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US EPA RECORDS CENTER REGION 5



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CITY OF ST. LOUIS PARK, MINNESOTA

CITY PROJECT NO. 91-13

PLATTEVILLE AQUIFER MONITOR WELL CONSTRUCTION

BID OPENING NOVEMBER 21, 1991 - 11 A.M.



November 13, 1991

Mr. Darryl Owens
Mail Code 5HS-11
United States Environmental
Protection Agency, Region 5
230 South Dearborn Street
Chicago, Illinois 60604

Mr. Douglas Beckwith
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, Minnesota 55155

Mr. James Bratina
Reilly Industries, Inc.
1500 South Tibbs Avenue
P.O. Box 41076
Indianapolis, Indiana 46241

Mr. Dick Clark
Minnesota Department of Health
Div. of Env. Health, Room 405
717 Delaware Street Southeast
P.O. Box 9441
Minneapolis, MN 55440

RE: United States of America, et al. vs. Reilly Tar &
Chemical Corporation, et al.
File No. Civ. 4-80-469

Dear Project Leaders:

On October 21, 1991 the City of St. Louis Park (City) issued a Technical Memorandum to the Agencies which contained a work plan for a hydrogeologic investigation of the Drift-Platteville Aquifer. Activities to be undertaken by the City include the increased pumping of Drift Aquifer gradient control well W422 and the installation of four Platteville Aquifer monitor wells in the Northern Area.

On November 4, 1991 the City increased the pumping rate of well W422 to its maximum rate, 61 gallons per minute. Regarding the installation of the Platteville Aquifer monitor well installation, the City will award a contract for the work on December 2, 1991. Enclosed herewith is a copy of the construction documents for the work. Please review the documents and offer any comments you may have immediately.

Sincerely,

A handwritten signature in cursive script, appearing to read "James N. Grube".

James N. Grube
Director of Public Works

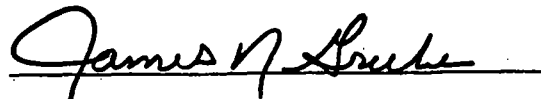
JNG/cmr
enclosure

cc: Elizabeth Thompson (w/o enclosure)
Bill Gregg (w/enclosure)
Reilly File

SPECIFICATIONS
FOR
PLATTEVILLE AQUIFER MONITOR WELL CONSTRUCTION
PROJECT NO. 91-13
FOR
CITY OF ST. LOUIS PARK, MINNESOTA
BY
ST. LOUIS PARK ENGINEERING DEPARTMENT
CITY OF ST. LOUIS PARK
5005 MINNETONKA BOULEVARD
ST. LOUIS PARK, MINNESOTA 55416

Any questions pertaining to the
plan and specifications, the
contact person will be either
Jim Grube at 925-2555 or
Bill Gregg at 924-0117.

I hereby certify that this plan,
specifications, or report was
prepared by me or under my direct
supervision, and that I am a duly
Registered Professional Engineer
under State of Minnesota Statutes
Section 326.02-326.16.



DATE: 11-8-91 REG. NO. 15012

BID OPENING: NOVEMBER 21, 1991
11 A.M.
CITY HALL

PLATTEVILLE AQUIFER MONITOR WELL CONSTRUCTION

**CITY PROJECT NO. 91-13
CITY OF ST. LOUIS PARK, MINNESOTA**

T A B L E O F C O N T E N T S

	COLOR	PAGE NO.
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TABLE OF CONTENTS	Yellow	2
STANDARD FORM OF AGREEMENT	Gold	3-4
ADVERTISEMENT FOR BIDS	White	5
INSTRUCTIONS TO BIDDERS	White	6-8
<u>BID DOCUMENTS</u>		
BID PROPOSAL	Ivory	P1-P3
AFFIDAVIT OF NON-COLLUSION AND INFORMATION REQUIRED OF BIDDERS	White	P-4
SUBCONTRACTORS QUESTIONNAIRE	Yellow	P-102
BIDDER'S QUALIFICATIONS	Yellow	P-103
CONTRACTOR GUARANTEE-RESERVATION OF RIGHTS BY CITY	Blue	
GENERAL CONTRACT CONDITIONS	Green	1-27
<u>TECHNICAL PROVISIONS</u>		
SUPPLEMENTAL GENERAL CONDITIONS	Ivory	SGC1-SGC3
SPECIAL PROVISIONS	Blue	SP1-SP5
BOND OF PUBLIC CONTRACTOR	Pink	BPC
INSURANCE CERTIFICATE FORM	Pumpkin	IC1-IC3
SWORN CONSTRUCTION STATEMENT	Yellow	SCS1 & 2
WITHHOLDING AFFIDAVIT FOR CONTRACTORS	Gold	
APPENDIX A	Tan	1-8
APPENDIX B	Buff	1-2

**CITY OF ST. LOUIS PARK
AGREEMENT FOR CONSTRUCTION OF**

CITY IMPROVEMENT NO. _____

AGREEMENT, made as of _____, between the **CITY OF ST. LOUIS PARK**, a Minnesota municipal corporation ("City"), and _____ ("Contractor"), _____, _____.

The city and the contractor agree as follows:

1. CONTRACT DOCUMENTS

The contract documents shall consist of the following:

1. This instrument.
2. Any supplemental plans or drawings which may be furnished by the Engineer from time to time to make clear and to define in greater detail the intent of the plans and specifications.
3. Any supplemental specifications and engineering data which may be furnished by the Engineer from time to time to make clear and to define in greater detail the intent of the plans and specifications.
4. Any addenda issued prior to the opening of bids.
5. Plans and drawings.
6. Specifications.
7. Advertisement for bids.
8. Instructions to bidders.
9. Accepted proposal.
10. Affidavit of Non-Collusion and Information Required of Bidders, Subcontractors Questionnaire, and Bidders Qualifications.
11. General Contract Conditions.
12. Special Provisions.
13. Supplemental Special Provision.
14. Bond of Public Contract.
15. Insurance Certificate Contract.
16. Sworn Construction Statement.
17. Affidavit for Obtaining Final Settlement of Contract.

These documents form the contract and they are as fully a part of the contract as if attached to this instrument. In the event that any provision in any of the component parts of this contract conflicts with any provision of any other component part, the provision of the component part listed first in this paragraph shall govern unless otherwise specifically stated.

2. WORK TO BE PERFORMED.

The Contractor shall provide the materials as specified, and will perform all the work ordered by the City Council of the City, in a good and workmanlike manner, for the full completion of City Improvement No. _____ in conformity within the contract documents.

3. COMMENCEMENT AND COMPLETION

The Contractor shall commence work under this contract within _____ () calendar days after the date of notice of contract approval and shall fully complete all work on or before _____, 199_.

4. THE CONTRACT PRICE.

The City agrees to pay the Contractor for the work performed pursuant to this agreement, a total price of \$ _____ as set forth in the proposal of the Contractor. A copy of the proposal is attached and made a part of this agreement. The final payment on the contract sum shall be due and payable fifteen days after receipt by the City Council of the City of a certificate by the engineer that the work has been fully completed and this contract fully performed by the contractor.

5. RETAINAGE

The minimum retainage required under this contract shall be five (5) percent of the work completed.

6. LIQUIDATED DAMAGES

The Contractor shall pay to the City as liquidated damages for failure to complete the contract within the stipulated time, the sum of _____ Dollars (\$____) per day until the date of final completion.

EXECUTED as to the day and year first above written.

Reviewed for Administration:

City Manager

Approved as to Form and Execution:

City Attorney

Reviewed for Engineering

Accounting Records Posted:

Director of Finance

Resolution Authorizing No. _____

CITY OF ST. LOUIS PARK

By _____
Mayor

and _____
City Manager

By _____

Its _____

By _____

Its _____

CITY OF ST. LOUIS PARK
ADVERTISEMENT FOR BIDS
FOR
DRIFT-PLATTEVILLE AQUIFER MONITOR WELL CONSTRUCTION
PROJECT NO. 91-13

NOTICE IS HEREBY GIVEN that the City Council of the City of St. Louis Park, Minnesota, will receive sealed bids in the office of Public Works in the City Hall until 11 A.M., Thursday, November 21, 1991, for the construction of four (4) Drift-Platteville monitor wells at various locations within the City of St. Louis Park, Minnesota.

All bids shall be on the proposal form supplied by the City and shall be in accordance with specifications on file in the office of the Director of Public Works, copies of which are available in the City Hall, 5005 Minnetonka Boulevard, St. Louis Park, Minnesota, upon deposit of fifty dollars (\$50), said deposit to be refunded upon return of documents in good condition no later than December 5, 1991.

No bids shall be considered unless accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City Treasurer for not less than five (5%) of the net price bid.

Bids shall be directed to the City Manager, securely sealed and endorsed upon the outside wrapper with a brief statement as to the work for which the bid is made. Questions pertaining to this project should be directed to Jim Grube at 924-2555 or Bill Gregg at 924-0117.

Bids will be opened publicly by the City Clerk and City Manager in the Council Chambers in the City Hall on November 21, 1991 at 11 A.M. The City reserves the right to reject any and all bids and to accept any bid deemed to be in the best interests of the City.

Dated: October 29, 1991

"EQUAL OPPORTUNITY EMPLOYER"

William C. Dixon
City Manager

Published in the St. Louis Park Sailor on November 6, 1991 and in the Construction Bulletin on November 1, and 8, 1991.

INSTRUCTIONS TO BIDDERS

1. Explanation to Bidders

Any explanation regarding the meaning or interpretation of contract drawings, specifications, or other contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

2. Bidder's Understanding

Bidders should visit the work site to ascertain by inspection pertinent local conditions such as locations, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The owner shall make available to all prospective bidders, previous to the receipt of bids, information that he may have as to subsoil conditions and surface topography at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom.

3. Bid Requirements

Security required, if any, shall be submitted with the Proposal and failure to submit same shall be cause for rejection. The bidder, at his option, shall furnish a bid bond, postal money order, certified check, cashier's check, or may deposit in accordance with Treasury Department regulations, bonds or notes of the United States (at par value) as security in the amount required. Security deposited by unsuccessful bidders will be returned as soon as practicable after the opening.

4. Preparation of Bids

- (a) Bids shall be submitted on the forms provided or copies thereof, and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.
- (b) Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "no bids" where appropriate.
- (c) Alternate bids will not be considered unless specifically called for.

- (d) Unless otherwise specified, telegraphic bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraph prior to the time fixed in the Invitation for Bids. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

5. Submission of Bids

Bids must be submitted as directed in the Invitation for Bid.

6. Receipt and Opening of Bids

Bids shall be submitted prior to the time fixed in the Invitation for Bid. Bids received after the time so indicated shall be returned unopened.

7. Withdrawal of Bids

Bids may be withdrawn at any time prior to opening upon written or telegraphic request of the bidder. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw bid subsequent to the bid opening.

8. Presence of Bidders at Opening

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties, who may be present in person or by representative.

9. Bidders Interested in More than One Bid

If more than one bid is directed by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

10. Award of Contract

- (a) The Contract shall be awarded to the lowest responsible bidder as soon as practicable after the bid opening, subject to the reservation of paragraph 11 hereinafter.
- (b) In determining the lowest responsible bidder, the following elements will be considered: whether the bidder involved has previously failed to perform properly or to complete on time contracts of a similar nature; has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material, men or employees; whether the bidder involved maintains a permanent place of business; has adequate personnel and equipment available to do the work properly and expeditiously; has suitable financial resources to meet the obligations incidental to the work; and has the appropriate technical experience. All of the foregoing is in the sole judgment of the City.

- (c) The City reserves the right to consider as unqualified to perform the contract work any bidder who does not habitually perform with his own forces the major portions of work involved.
- (d) The ability of any bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.
- (e) In case of error in the extension of prices, the unit bid prices shall govern. The City reserves the right to waive any informality in bids at its discretion.

11. Rejection of Bids

The City reserves the right to reject any and all bids.

12. Contract, Bonds, and Insurance

- (a) The bidder to whom the award is made shall enter into a written contract with the City within the time specified in the proposal.
- (b) Public Contractor's Bond on forms to be supplied by the City shall be furnished at the time of signing the formal agreement.
- (c) The Contractor shall secure and maintain such insurance policies as are required.

13. Submission of Certain Data

Each bidder shall be required to submit the following information and data.

- (a) Affidavit of Non-Collusion
- (b) Bidder's Qualifications (Form P-103)
- (c) Subcontractors Questionnaire (Form P-102)

C/INSTBID

CITY OF ST. LOUIS PARK, MINNESOTA
PROPOSAL FOR PLATTEVILLE AQUIFER MONITOR WELL CONSTRUCTION
PROJECT NO. 91-13

BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

BIDS CLOSE: November 21, 1991 - 11 a.m.

TO THE CITY COUNCIL OF THE CITY OF ST. LOUIS PARK, MINNESOTA

The undersigned has examined the Contract Documents, including Advertisement for Bids, Instructions to Bidders, General Conditions of Contract, Form of Contract, Specifications, including drawings on file in the office of the Director of Public Works of the City of St. Louis Park, Minnesota, and is familiar with the site and location of the project, the work to be done and local conditions affecting the cost of the work under which it must be performed, and hereby proposes to furnish all labor, materials and equipment for the complete construction of the project as described in the contract documents at the following unit prices:

Item No.	Item	Unit	Est. Qty.	Unit Bid Price	Total Price

SITE A					
1	Mobilization	L.S.	1	_____	_____
2	Drill & Set 4 Inch Steel Casing in Platteville Aquifer Monitor Well	L.F.	102	_____	_____
3	Drill 4 Inch Open Bore Hole	L.F.	10	_____	_____
4	Development of Platteville Aquifer Monitor Well	Hour	2	_____	_____
5	Equipment/Material Cleaning Related to Platteville Aquifer Monitor Well Construction	L.S.	1	_____	_____

SUBTOTAL SITE A \$ _____

SITE B

1	Mobilization	L.S.	1	_____	_____
2	Drill & Set 4 Inch Steel Casing in Platteville Aquifer Monitor Well	L.F.	102	_____	_____
3	Drill 4 Inch Open Bore Hole	L.F.	10	_____	_____
4	Development of Platteville Monitor Well	Hour	2	_____	_____
5	Equipment/Material Cleaning Related to Platteville Aquifer Monitor Well Construction	L.S.	1	_____	_____

SUBTOTAL SITE B \$ _____

SITE C

1	Mobilization	L.S.	1	_____	_____
2	Drill & Set 4 Inch Steel Casing in Platteville Aquifer Monitor Well	L.F.	102	_____	_____
3	Drill 4 Inch Open Bore Hole	L.F.	10	_____	_____
4	Development of Platteville Aquifer Monitor Well	Hour	2	_____	_____
5	Equipment/Material Cleaning Related to Platteville Aquifer Monitor Well Construction	L.S.	1	_____	_____

SUBTOTAL SITE C \$ _____

SITE D

1	Mobilization	L.S.	1	_____	_____
2	Drill & Set 4 Inch Steel Casing in Platteville Aquifer Monitor Well	L.F.	102	_____	_____
3	Drill 4 Inch Open Bore Hole	L.F.	10	_____	_____
4	Development of Platteville Aquifer Monitor Well	Hour	2	_____	_____
5	Equipment/Material Cleaning Related to Platteville Aquifer Monitor Well Construction	L.S.	1	_____	_____

SUBTOTAL SITE D \$ _____

SUMMARY OF COSTS

SITE A _____

SITE B _____

SITE C _____

SITE D _____

GRAND TOTAL - PROJECT NO. 91-13 \$ _____

The Contractor understands that the quantities of work as shown herein are approximate only and are subject to increase or decrease and further understands that the quantities of work performed (whether increased or decreased) are to be performed at the unit bid prices.

Bid security in the amount of \$ _____, being 5% of the total of the bid accompanies this Proposal, the same being subject to forfeiture at the option of the City in the event of default by failure of the successful bidder to execute the written contract, and supply contractors bond and proper insurance documents as specified in the Instructions to Bidders and General Conditions of Contract.

It is understood by the undersigned that the right is reserved by the City Council of St. Louis Park, Minnesota, to reject any and all bids or to accept any bid, and that these bids may not be withdrawn until thirty (30) days after the time the bids are opened. If this bid is accepted, the undersigned agrees to furnish contractors bond and execute the contract form or forms provided by the City within seven (7) days after receiving notice of acceptance of bid and further agrees that if awarded such contract, work shall be commenced and be fully performed as provided in the special provisions.

The Contractor shall pay to the City as liquidated damages for failure to complete the contract within the stipulated time, the sum of Five Hundred Dollars (\$500) per day until final completion.

This is to acknowledge receipt of addenda number _____, _____, _____, _____, _____, and _____.

Acknowledgement _____
signature

State Whether Bidder is:

Respectfully submitted:

Partnership _____

Firm Name _____

Individual _____

By _____

Corporation _____

Title _____

Name of Partner _____

State in which incorporated _____

Address _____

Phone _____

Minnesota Department of Health
License/Registration No. _____

CITY OF ST. LOUIS PARK, MINNESOTA
5005 MINNETONKA BOULEVARD

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under the penalty for perjury:

(1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

(2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

(3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Firm Name _____

Subscribed and sworn to before me this

_____ day of _____, 19__.

Notary Public

My commission expires _____ 19__.

Bidder's E.I. Number

(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941): _____.

SUBCONTRACTORS QUESTIONNAIRE

Each Bidder shall enter in the spaces provided the names of major subcontractors he proposes to employ and classification or type of work they will perform.

A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five percent (5%) or more of the total Contract price.

SUBCONTRACTOR

WORK

BIDDER'S QUALIFICATIONS

1. List of personnel available for this Project. (Provide certification of compliance with OSHA requirements specified in 29CFR 1910.120.)

2. List of person(s) who will supervise the Work of this Project and number of years of experience.

3. List of motorized equipment available for this Project.

4. List of other available equipment.

5. List of similar type projects performed within the last three (3) years.

1) Name of client _____ Date _____

Contact person _____ Telephone _____

2) Name of client _____ Date _____

Contact person _____ Telephone _____

3) Name of client _____ Date _____

Contact person _____ Telephone _____

CONTRACTOR GUARANTEE - RESERVATION OF RIGHTS BY THE CITY

The Contractor warrants to the City that all services, materials, and/or equipment furnished under Contract No. _____, unless otherwise specified in the contract documents, are new and free from faults and defects. All work not conforming to the requirements of the contract documents or material substitutions not properly approved and authorized may be considered defective.

The Contractor shall be responsible for any and all defects, whether in materials, design, or workmanship, which may develop in any work provided in the contract documents, and upon receipt of written notice from the City or its designated representative shall repair or replace the defective design, services material, equipment, or workmanship without expense to the City, including damage resulting from same. The term of the guarantee shall extend for 1 year(s) from the date of the work's acceptance by the City Council.

The City reserves the right to seek recovery against the Contractor and/or its agents, successors, or insurers by any means available to the City for damages incurred and/or costs associated with repairs thereof, including but not limited to attorneys' fees, expert witness fees and any and all other costs and expenses incurred by the City in seeking such recovery.

This acknowledgement is made for the purpose of confirming the Contractor's intent to abide by the provisions of the contract documents, and final payment shall be predicated upon execution of this document.

Dated: _____

Contractor

By _____
Name and Title

C90/contguar

Revised 4/14/87
4/6/90

CITY OF ST. LOUIS PARK, MINNESOTA

**GENERAL
CONDITIONS**

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GENERAL CONDITIONS OF CONTRACT**

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ARTICLE 1

DEFINITIONS AND DESIGNATION OF PARTIES

1.1 Definitions. As used in the contract documents, the following words have the meanings indicated:

1.1.1 "City" means the City of St. Louis Park.

1.1.2 "Engineer" means the Director of Public Works of the City of St. Louis Park, unless a consulting engineer or architect is designated as engineer or architect for the project by the City, in which case it means the designated consulting engineer or architect.

1.1.3 "Contractor" is the individual, firm, or corporation with whom the City contracts.

1.1.4 "Work" includes all labor necessary to produce the completed construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.5 "Contract time" means the period of time allotted in the contract documents for completion of the work.

1.1.6 "Date of commencement of the work" means the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the agreement or such other date as may be established in the agreement.

1.1.7 "Date of substantial completion" means the date certified by the Engineer as the time when construction is sufficiently completed, in accordance with the contract documents, so that the City may occupy the area or designated portion of it for the use of which it is intended.

1.2 Whole Agreement. The contract documents as described in the executed contract, for the contract. The contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations and agreements, either written or oral, and may not be modified except by (1) a written amendment to the contract signed by both parties, (2) a written change order, (3) a written interpretation issued by the Engineer pursuant to paragraph 2.2, or (4) a written order for a minor change in the work issued by the Engineer pursuant to paragraph 9.1.

1.3 Execution. The contract documents referred to in the agreement shall be executed in duplicate by the Contractor and the City. In case the City or the Contractor, or both, fail to sign the contract, the Engineer shall identify the contract documents.

1.4 Scope and Intent of Documents.

1.4.1 General. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all items necessary for the proper execution of the work. These specifications and project plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of specifications and plans so that any work exhibited in the one and not in the other, shall be executed just as if it has been set forth in both, in order that the work shall be completed according to the complete design of the Engineer.

1.4.2 Figures Dimensions to Govern. Dimension and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimension of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

1.4.3 Contractor to Check Plans and Schedules. The Contractor shall check all dimension, elevations, and quantities shown on the plans, and schedules given to him by the Engineer, and shall notify the Engineer of any discrepancy between the plans and the conditions on the ground, or any error or omission in plans, or in the layout as given by stakes, points, or instructions. Further instructions will be furnished by the Engineer should such discrepancy or error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

1.4.4 Standard Specifications. Reference to standard specifications of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code specification or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise.

1.5 Drawings and Specifications. Unless otherwise provided in the contract documents, the Contractor will be furnished free of charge all copies of drawings and specifications reasonably necessary for the execution of the work. The Contractor shall keep one copy of the drawing and specifications on the site of the project available to the Engineer and his representatives. All drawings, specifications, and copies furnished by the City or any Engineer employed by it remain the property of the City or the Engineer and are not to be used on other work. The plans and specifications are intended to cover the complete installation, and any minor details not shown or described but necessary for the successful working of the installation must be furnished without additional cost.

1.6 Manufacturers' Drawings and Schedules. The Contractor shall present to the Engineer in triplicate, schedules and detail dimensioned manufacturers' drawings of all controllers, apparatus machinery, valves, flow chart, and such fittings and devices as are required for the completion of the work. A set of the documents will be returned to the Contractor with the Engineer's approval or notations. In case of lack of approval, the Contractor is to submit new drawings corrected as required by the Engineer.

The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless he has, in writing, called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

All such documents shall be submitted to the Engineer in time to allow ample time for consideration.

1.7 Approximate Estimate of Quantities. The bidder's attention is directed to the fact that contracts based on unit prices, the estimate of quantities of work to be done, and materials to be furnished under these specifications, as shown on the proposal form and in the contract, are approximate and are given only as a basis of calculation upon which to determine the lowest bidder. The Owner does not assume any responsibility that estimated quantities shall be maintained in the construction of the project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid.

ARTICLE 2

ENGINEER

2.1 Payments to Contractors. The Engineer will determine the amounts owing to the Contractor and will issue certificates for payment in those amounts.

2.2 Interpretation of Contract. The Engineer shall have general supervision and direction of the work. He is the agent of the City only to the extent provided in the contract documents and as authorized by law. He has authority to stop the work whenever such stoppage may be necessary to

insure proper execution of the contract. He is recognized by both parties to the contract as, in the first instance, the interpreter of the contract documents. He shall, within a reasonable time, make written decisions on all claims, on all matters relating to the execution and progress of the work, or the interpretation of the contract documents.

The Engineer shall decide any and all questions as to quality of materials furnished for the work, and shall determine the amount and quantity of the several kinds of work performed, and materials furnished, which are to be paid for under the contract. Any work not specifically specified on the plans, but which may be fairly implied or understood as included in the contract, shall be done by the Contractor without extra charge. The Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the case of any discrepancy occurring between the plans and specifications, the decision of the Engineer is final.

2.3 Exclusions from Duties. The Engineer will not undertake any of the responsibilities of the Contractor, the subcontractor or the Contractor's superintendent, expedite the work for the Contractor, advise on or issue directions relative to any respect of the means, methods, techniques, sequences or procedures of construction, or participate in specialized field or laboratory tests.

2.4 Inspection.

2.4.1 The Engineer and his representative shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and inspection.

2.4.2 An Inspector may be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is performed, also to report when it appears that the materials furnished, or the work performed by the Contractor fail to fulfill the requirements of the contract, and to call the attention of the Contractor to any such failure or infringement. In case of any dispute arising between the Contractor and the Inspector, the Inspector shall have the authority to temporarily suspend the work until the matter can be decided by the Engineer. Except upon written instructions from the Engineer (a copy of which will be furnished to the Contractor), the Inspector shall not authorize any deviation from the contract documents.

No advice which the Inspector may give the Contractor shall be construed as binding upon the City nor will such advice release the Contractor from the fulfillment of the terms of the contract.

2.4.3 The Engineer will conduct inspections to determine the dates of substantial completion and final completion, will receive written guarantees and related documents required by the contract and assembled by the Contractor, and will issue a final certificate for payment.

2.5 Rejection of Work. The Engineer will have authority to reject work which does not conform to the contract documents. Whenever in his reasonable opinion he considers it necessary or advisable, to insure the proper implementation of the intent of the contract documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work as provided in subparagraph 4.7.2, whether or not the work is then fabricated, installed or completed. However, neither the Engineer's authority to act under this subparagraph 2.5, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the work.

2.6 Changes in the Work. The Engineer will prepare change orders in accordance with Article 9, and will have authority to order minor changes in the work as provided in subparagraph 9.1.

ARTICLE 3

CONTRACTOR'S PERFORMANCE

3.1 Contractor's View of Site. By executing the contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the contract documents.

3.2 Review of Contract Documents. The Contractor shall do no work without drawings, specifications or interpretations. The Contractor distinctly and expressly declares and acknowledges that it has carefully studied and compared the agreement, conditions of the contract, drawings, specifications, addenda and modifications and has reported to the Engineer any error, inconsistency or omission he may have discovered. Necessary changes shall be adjusted as provided in the contract for changes in the work. Should anything be omitted from the specifications and plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written clarification from the Engineer before proceeding with the construction affected by such omissions or discrepancies. As to any work done prior to written clarification, the Contractor distinctly agrees that it will not thereafter make any claim or

demand upon the City based upon or arising out of any alleged misunderstanding or misconception on the contract documents, and that it waives the right to subsequently assert ambiguity in the contract documents.

It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning and intent of the contract, specifications and plans.

3.3 Supervision and Construction Procedures. The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and form coordinating all portions of the work under the contract, subject to the conditions of Article 2.2.

3.4 Soil Borings and Sub-Surface Data. The Contractor may examine the logs of borings, core and other sub-surface data, if available, by making a request therefor to the City and to the Engineer. Such data, if available, is offered solely for the purpose of placing at the Contractor's disposal available information. Such information is not to be construed as part of the contract documents. The City has no way of knowing the scope or extent of the information needed by bidders. Information obtained by the City is only for general estimate purposes, and is less demanding than is the information required by bidders. The Contractor must interpret such information according to his own judgment and must not rely upon such information as an accurate description of the sub-surface conditions that may arise. The Contractor assumes all risks connected with the sub-surface conditions actually encountered by him in performing the work, even though such actual conditions may result in the Contractor performing more or less work than he originally estimated. Any soil investigations made or to be made by a testing laboratory will be considered to have been made for the City as the testing laboratory's client. Any partial or complete reproduction of soil borings or other soil data issued with these contract documents for informational purposes shall not be considered as part of the contract documents for the construction of the project. The correctness of the information is not guaranteed by the City or the Engineer and the information is not to be considered as a factor in the computation of bids. If any bidder desires, the City will permit the taking of further borings or tests, at the bidder's expense.

3.5 Labor, Materials and Employees. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

The Contractor agrees to furnish efficient business administration and superintendence, and to keep upon the work at all times an adequate supply of

workmen, materials, and to secure its execution in the best and soundest way and in the most expeditious and economical manner, consistent with the interest of the Owner.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

3.6 Easements, Surveys, Permits and regulations.

3.6.1 The City shall furnish all easements and surveys unless otherwise specified. The Contractor shall preserve all construction stakes and shall be responsible for replacement of disturbed survey markers.

3.6.2 The Contractor shall secure and pay for all permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work, other than City permit fees.

Any person doing work required by the ordinance of the City or by state law to be licensed, must be so licensed.

3.6.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. All work and materials covered by these specifications must conform strictly to the respective requirements of the latest edition of the Standard Specifications of the American Society of Testing Materials or of any other organization publishing standards which the specifications require to be met, all laws of the State of Minnesota, and all ordinances and regulations of governmental subdivisions thereof having jurisdiction, including the Minnesota Pollution Control Agency, and Minnesota Health Department. If the Contractor observes that any of the contract documents are at variance therewith in any respect, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to any laws, ordinances, rules, and regulations, and without such notice to the Engineer, he shall bear all resulting cost.

3.7 Warranty and Guarantee.

3.7.1 Warranty The Contractor warrants to the City and the Engineer that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. All work not so conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty provided in this paragraph 3.7 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the contract documents.

3.7.2 Guarantee The Contractor shall hold himself responsible for any and all defects which may develop in any part of the entire installation furnished by him and upon receipt of written notice from the Engineer, shall immediately replace and make good without expense to the Owner such faulty part or parts, including damage resulting from same, during a period of one (1) year from the date of final acceptance of the installation, except when specific guarantee for another length of time is elsewhere specified.

The acceptance of the installation, or any part of it, shall not act to waive the liability on the part of the Contractor and his surety.

3.8 Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The superintendent shall be satisfactory to the Engineer, and shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

3.9 Progress Schedule. The Contractor, immediately after being awarded the contract, shall prepare and submit for the Engineer's approval an estimated progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the contract documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the work, subject to the Engineer's approval.

3.10 Use of Site The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents and shall not unreasonably encumber the site with any materials or equipment.

For the performance of the contract, the Contractor will be permitted to occupy such portions of streets and alleys, or other public places, or other right of way as provided for in the ordinances of the City as shown on the plans, or as permitted by the Engineer. A reasonable amount of tools, materials, and equipment for construction purposes may be stored in such space, but not more than is necessary to avoid delays in construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed nor inconvenience occupants of adjoining property. Other Contractors of the City may, for all purposes required by their contracts, enter upon the work premises used by the Contractor, and the Contractor shall give to other Contractors of the City all reasonable facilities of assistance for the completion of adjoining work. Any additional grounds desired by the Contractor for his use shall be provided by him at his own cost and expense.

3.11 Access to Site. The City may designate one or more gates or other means of access to the site for the use of the Contractor and the several subcontractors. The Contractor may designate among these for the Contractor's employees and the employees of the several subcontractors. The City may reserve other gates or access to the site for itself, its own employees, or persons not employed by the Contractor or any of the subcontractors.

3.12 Cutting and Patching. The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts fit together properly, and shall not endanger any work by cutting, excavating or otherwise altering the work or any part of it.

3.13 Cleaning Up. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the place of the work, and all his tools, scaffolding and surplus materials. In case the work requires excavation in the public streets, the same shall be left in a safe and smooth condition and all debris, soil, and materials necessarily left upon any adjoining property shall be removed. Any waste material or rubbish or other materials left by the Contractor upon any public or private property may be removed by the City and the cost charged to the Contractor.

3.14 Protection of Work. The Contractor shall continuously maintain adequate protection of all his work from damage, injury, or loss arising in connection with his contract. He shall make good any damage, injury, or loss, except such as may be directly due to errors in the contract or caused by agents or employees of the City.

3.15 Drainage. The Contractor shall provide at his own cost and expense all methods for adequately draining the work. No separate measurements for compensation will be paid for sub-drains, or other methods of draining, but the cost shall be included in such contract pay items as are provided in the proposal contract.

3.16 Public Utilities.

3.16.1 Interference with Other Utilities. The Contractor shall determine the existence of all gas mains, water lines, telephone, electrical conduits, and other utilities which may interfere with any necessary excavations under this contract. No responsibility is assumed by the City or the Engineer for the accuracy of the location of utility lines as indicated on any of the plans. The sizes, locations and depths of all utilities and structures as shown on the plans and profiles are approximate only and the Contractor shall satisfy himself as to the accuracy of the information given.

The Contractor is to exercise care in crossing any existing utility lines and

is responsible for any damage. The Contractor will assume all responsibility to the utility company for any expense incurred by them to protect, relocate, or maintain their operation during the time the work is in progress, but to the extent only that the City and the Contractor are legally obligated to reimburse such expense.

3.16.2 Public Utilities and Other Property to be Changed. In case it is necessary to exchange or move the property of any owner or of a public utility, the property shall not be moved or interfered with until ordered by the Engineer. The Contractor shall give the public utilities sufficient notice for adjusting their structures so that it will not hinder the progress of the work as scheduled. The right is reserved to the owners of public utilities to enter upon the construction site for the purpose of making such changes or repairs of their property that may be necessary by performance of this contract.

3.16.3 Claims for Compensation for Utility Relocation or Repair. The Contractor shall not claim or be entitled to receive compensation for any damage sustained by reason of the inaccuracy of or the omission of any of the information given on the drawings, or by reason of his failure to properly protect at his own expense, streets, alleys, or public structures which are damaged or injured in any way by his acts, and shall be responsible for all damages to other utilities he may encounter.

3.17 Railway and Highway Crossings. Where railway tracks or highways are to be crossed, the Contractor shall observe all the regulations and instructions of the railway company or the Minnesota Department of Transportation as to methods of doing the work, or as to precautions for the safety of property and the public. All negotiations with the railway company or Minnesota Department of Transportation, except for right of way shall be made by the Contractor. The Contractor will not be paid direct compensation for such railway or highway crossing, but shall receive only the compensation set out in the proposal.

3.18 Temporary Sewer and Drain Connections. When existing sewers have to be taken up and removed, the Contractor shall, at his own cost and expense, provide and maintain temporary outlets and connections for all private or public drains and sewers. The Contractor shall also take care of all sewage and drainage which will be received from these drains and sewers; and for this purpose he shall provide and maintain, at his own expense, adequate pumping facilities and temporary outlets or diversions. The Contractor, at his own expense, shall construct such troughs, pipes, or other necessary structures, and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service.

The existing sewers and connections shall be kept in service and maintained under the contract, except where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and so that the work under construction will be adequately protected.

3.19 Sanitary Provisions. The Contractor shall comply with all laws, rules and regulations of the state and local health authorities, and shall take the necessary precautions to avoid unsanitary conditions.

A suitable sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided and maintained by the Contractor in sufficient numbers.

3.20 Access to Hydrants and Utilities. At all shaft sites and on all open cut work, the Contractor shall provide and maintain free access to fire hydrants, water and gas valves, manholes, and similar facilities. Gutters and waterways shall be kept open or other satisfactory provisions made for the removal of storm water.

3.21 Subcontractors.

3.21.1 The Contractor shall, as soon as practicable after the signature of the contract, notify the Engineer in writing the names of subcontractors, if any, proposed for the principal parts of the work and he shall not employ any that the Engineer may within a reasonable time object to as incompetent or unfit.

3.21.2 By an appropriate agreement, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the contractor by the terms of the contract documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these documents, assumes toward the City. Said agreement shall preserve and protect the rights of the City under the contract documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with his sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the contract documents to which the subcontractor will be bound by this paragraph, and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the contract documents. Each subcontractor shall similarly make copies of such documents available to his sub-subcontractors.

3.21.3 Nothing in this article shall create obligation on the part of the City to pay, or see to, the payment of any sums to any subcontractors and relation between any subcontractor and the City.

3.22 Inspections. The Contractor shall (1) maintain an adequate inspection system and perform such inspection as will assure that the work performed under the contract conforms to contract requirements, and (2) maintain and make available to the City adequate records of such inspections.

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.1 Successors and Assigns. The Contractor binds himself jointly and severally, his successors, executors, administrators, and assigns to the City in respect to all covenants of this Agreement, except that the Contractor shall not assign or transfer any part of his interest in this Agreement, or sublet as a whole, nor shall the Contractor assign any monies due, or to become due, without the City's written consent.

4.2 Written Notice. Notice shall be properly given to the Contractor by registered mail to the address given on his proposal, or by delivery to his representative. Notice to the City must be delivered or sent by registered mail to the Director of Public Works.

4.3 Contractor's Bond. Within seven (7) days after notice of acceptance of bid, the Contractor shall execute and deliver to the City a bond executed by a surety company authorized to do business in the State of Minnesota, on the form provided by the City, in a sum equal to the contract price for the use of the City and all persons doing work or furnishing skill, tools, machinery, or materials under or for the purpose of this contract, to secure the faithful performance of this contract by the Contractor and to be conditioned as required by the laws of the State of Minnesota for public contractor's bond.

4.4 Stopping the Work. If the Contractor fails to correct defective work as required by paragraph 10.2 or persistently fails to carry out the work in accordance with the contract documents, the City, by a written order signed personally or by an agent specifically so empowered by the City in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.

4.5 City's Right to Carry Out the Work. If the Contractor should default or neglect to prosecute the work properly, or fail to perform any provision of the contract, the City, after three (3) days written notice to the Contractor, may without prejudice to any other remedy the City may have, make good such deficiencies and charge the resulting damages to the Contractor, provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

4.6 Royalties and Patents. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights, and shall save the City harmless for loss on account thereof, except such claims of suits arising by reason of patent infringement of authorized use of patented processes where such is the direct result of specification requirements but if the Contractor has information that the process or articles specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer or the City.

4.7 Tests.

4.7.1 If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness and of the date arranged so the Engineer may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals unless otherwise provided.

4.7.2 If after the commencement of the work the Engineer determines that any work requires other special inspection, testing or approval, he will, upon written authorization from the owner, instruct the Contractor to order such special inspection, testing or approval. If such special inspection or testing reveals a failure of the work to comply (1) with the requirements of the contract documents, or (2) with respect to the performance of the work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs, including the Engineer's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate change order shall be issued.

4.7.3 Neither the observations of the Engineer in his administration of the construction contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the contract documents.

4.8 Non-Discriminatory Practices. The Contractor agrees during the life of this contract not to discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, or age, or on any other basis prohibited by Federal, State, or local law. The Contractor will include a similar provision in all subcontracts entered into for the performance of this contract. This contract may be canceled or terminated by the City, and all money due or to become due hereunder may be forfeited for a second or subsequent violation of the terms or conditions of this paragraph. This paragraph is inserted in this contract in accordance with Minnesota Statutes Section 181.59.

4.9 Affirmative Action. The Contractor recognizes that the City is an equal opportunity employer and agrees during the life of this contract to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

4.10 Liquidated Damages for Delay. The Contractor guarantees that he can and will complete the work within the time limit stated in the agreement, or within the time as extended as provided elsewhere in the contract documents. It is agreed that in the event that the Contractor fails to complete the contract within the stipulated time, the Contractor will pay to the City the sum fixed in the construction agreement for each calendar day, Sundays and holidays included, by which the Contractor shall fail to complete the work or any part of it, for liquidated damages and not as a penalty, provided that in the event that the City can establish that its actual damages sustained by the Contractor's failure to complete the contract within the time stated in the agreement exceed two times the liquidated damages applicable under the contract, the City may then recover from the Contractor its actual damages sustained. The Contractor acknowledges the necessity of the above stipulation for liquidated damages, since damages for the breach of this Agreement are in their nature difficult of exact ascertainment, and acknowledges that the amount fixed as liquidated damages appears to be reasonable. The Treasurer will deduct and retain out of any money due or become due hereunder the amount of liquidated damages incurred and in case those amounts are less than the amounts of liquidated damages the Contractor shall be liable to pay the difference upon demand. Delay in completion shall be apportioned with an allowance to the Contractor for any delay that is caused by the City, as a credit on the liquidated damages sum due to the City. The provisions of this paragraph as to liquidated damages are applicable to delay occurring after abandonment of the work by the Contractor and notwithstanding the fact the City or a competing Contractor for the City or the surety may take over the job and complete it.

4.11 No Waiver of Rights. Neither observations of work by the owner or Engineer or any of their officials, employees, or agents, nor final certificate, delay occurring after abandonment of the work by the Contractor and before arranging for completion of the contract, nor any order by the owner or engineer for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this contract, or of any power reserved to the Owner, or of any right to damages, nor shall any waiver of any breach in this contract be held to be a waiver of any other or subsequent breach. It is intended that the Contractor shall be responsible for work not in accordance with the contract documents or for faulty material or workmanship, and shall remedy any defects and pay for any resulting damages. This obligation shall survive termination of the contract.

4.12 Right and Remedies. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

ARTICLE 5

TIME

5.1 Progress and Completion. All time limits stated in the contract documents are of the essence of the contract.

5.2 Delays and Extensions of Time. The Contractor is expected to appropriately determine delivery dates for all supplies, materials, and equipment before submission of a bid. Delays in such deliveries ordinarily will not be grounds for extension of the contract completion date.

If the Contractor be delayed at any time in the progress of the work by any act or neglect of the City Council or the Engineer or any employee of either, or by another Contractor employed by the City, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, or other causes beyond the Contractor's control, or by any other cause which the Engineer shall decide to justify the delay, then the time of completion shall be appropriately extended by change order. Temporary delays and/or work stoppages due to rain, snow or otherwise inclement weather shall not be considered as sufficient cause for extensions of time, except in cases of abnormally inclement weather. In the event that the project is involved in environmental review procedures, such as the preparation of an environmental assessment or an environmental impact statement, such procedures shall be grounds for an extension in the completion date.

No such extension shall be made for delay commencing more than seven (7) days before claim is made in writing to the Engineer; otherwise it shall be waived. The recovery of sums in excess of the contract price for delay shall be in accordance with paragraph 9.3.

5.3 Definition of Substantial Completion. The date of substantial completion of the work or designated portion thereof is the date certified by the Engineer when construction is sufficiently complete, in accordance with the contract documents, so the City can occupy or utilize all of the work for the use for which it is intended.

ARTICLE 6

PAYMENTS AND COMPLETION

6.1 Progress and Assignment of Payments.

6.1.1 Progress payments are authorized under this contract. Unless payments are withheld by the City for reasons elsewhere stated in this contract, payment will be made at least once a month on a basis of ninety-five percent of the work done, provided the work is progressing to the satisfaction of the Engineer. The City reserves the right in all cases to exercise its discretion as to the acceptance or rejection of any assignment or order of payment.

6.1.2 Monthly estimates may include the value of acceptable materials required in the construction, which have been delivered on the job site, and for which acceptable provisions have been made for their preservation and storage. From the total value of the materials so reported, five (5) percent will be retained. These materials when paid for by the City, shall become the property of the City; and in the event of default on the part of the Contractor, the City may use or cause to be used such materials in the construction of the work provided for in the contract. The amount paid by the City for materials shall go to reduce the estimates due the Contractor as the material is used in the work.

6.1.3 The Contractor shall promptly pay each subcontractor, upon receipt of payment from the City out of the amount paid to the Contractor on account of each subcontractor's work. The amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his sub-contractors in similar manner.

6.2 Materials Free of Encumbrances. The Contractor warrants and guarantees that title to all work, materials, and equipment covered by a Certificate for Payment whether incorporated in the project or not, will pass to the City upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, referred to in this Article 6 as "liens"; and that no work, materials or equipment covered by a Certificate for Payment will have been acquired by the Contractor, or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

6.3 Certificate for Payment. The Engineer shall, not later than the date when each payment falls due, issue to the Contractor a certificate for such amount as he decided to be properly due.

6.4 Payments Withheld. The City may withhold, in addition to retained percentage, from payment to the Contractor, such an amount or amounts as may be necessary to cover:

6.4.1 Defective work not remedied.

6.4.2 Third party claims for labor or materials furnished the Contractor or subcontractor, or reasonable evidence indicating probable filing of such claims.

6.4.3 Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment.

6.4.4 A reasonable evidence that the contract cannot be completed for the balance then unpaid.

6.4.5 Evidence of damage to the property of another.

6.4.6 Liquidated damages accrued either because the Contractor has not completed the work within the contract time or because it reasonably appears that the work will not be completed within the contract time, or

6.4.7 Unsatisfactory prosecution of the work by the Contractor.

6.5 Substantial Completion and Final Payment.

6.5.1 When the Contractor considers that the work, or a designated portion thereof which is acceptable to the City, is substantially complete, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the contract documents. When the Engineer on the basis of an inspection determines that the work is substantially complete, he will then prepare a certificate of substantial completion which shall establish the date of substantial completion, shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the work, and insurance, and shall fix the time within which the Contractor shall complete the items listed in the certificate. The time fixed shall be within the contract time unless extended pursuant to Paragraph 5.2. The certificate of substantial completion shall be submitted to the Contractor for his written acceptance and shall become effective upon the acceptance by the Director of Public Works.

Warranties required by the contract documents shall commence on the date of substantial completion of the work unless otherwise provided in the certificate of substantial completion.

6.5.2 Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer will promptly make an inspection and, when he finds the work acceptable under the contract documents and the contract fully performed, he will issue a final certificate for payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the contract documents and that the entire balance found to be due the Contractor and noted in the final certificate is due and payable.

6.5.3 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied, (2) consent of the surety to final payment, (3) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers or liens arising out of the contract, to the extent and in such form as may be designated by the City, and (4) receipt of executed Contractor Guarantee - Reservation of Rights by the City document included in the contract specifications.

6.5.4 Final acceptance of the work shall be made by resolution of the City Council accepting the work and authorizing final payment. The date of adoption of this resolution shall be the date of completion under Minnesota Statutes, Section 574.31, and other sections dealing with public contractor bonds. Final acceptance of the work shall be subject to the provisions of Section 4.12.

ARTICLE 7

PROTECTION OF PERSONS AND PROPERTY

7.1 Responsibility for Damage. The Contractor shall make good, replace, or renew at his own cost, any loss or damage in the work occurring during the construction thereof, or prior to the final delivery to, and acceptance by the City, by reason of fire, tornado, theft or any other cause whatsoever, and shall be wholly responsible for the construction, completion, and delivery of the work in its entirety. Any payment or payments made to the Contractor pursuant to the contract shall not be construed as operating to relieve the Contractor from responsibility for the construction and delivery of the work as specified in the contract.

7.2 Safety of Persons and Property. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

7.2.1 All employees on the work and all other persons who may be affected:

7.2.2 All the work and all materials and equipment to be incorporated whether in storage on or off the site, under the care, custody or control of the Contractor or any of his sub-contractors.

7.2.3 Other property at the site or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

7.3 Applicable Laws. The Contractor shall comply with all applicable law, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall be responsible for compliance of his subcontractors with the same applicable requirements. The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against any costs, fines, or penalties sustained by the City for alleged violations by the Contractor or any subcontractor of the Occupational Safety and Health Act, as amended.

7.4 Damage or Loss. All damage or loss to any property referred to in subsection 7.2.2 and 7.2.3 caused in whole or in part by any Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor involved, and shall not be grounds for a claim against the City except to the extent that such damage or loss resulted from wrongful acts or omissions of agents or employees of the City.

7.5 Barricades, Lights, Watchmen. Where the work is carried on in or adjacent to, any street, alley or public place, the Contractor shall, at his own cost and expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall take such other precautionary measures for the protection of persons and property, and of the work, as are necessary.

Excavations in which water stands more than one foot deep shall be securely barricaded with snow fence so as to prevent access by small children at all times when work is not being carried on at the site of excavation. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least two lights at each barricade, meeting the requirements of the Occupational Safety and Health laws, the Highway laws, and the Manual on Uniform Traffic Control Devices.

When a detour is necessary because a street is blocked by the work, the Engineer shall designate its route and the Contractor shall furnish and post detour signs and traffic control signs or devices on compliance with the requirements of the "Occupational Safety and Health Act of 1970" and the Manual on Uniform Traffic Control Devices.

The Contractor will be held responsible for all damages to the work due to failure or barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing the watchmen, shall not cease until the project shall have been accepted by the City.

7.6 Protection and Restoration of Property. Where the work passes over or through private property, the City will provide such right of way. The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the owner. The Contractor shall be responsible for the preservation of, and shall use every precaution to, prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer and gas lines; to all conduits; to all overhead pole lines or appurtenances and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public utility, corporation, any company or individual, not less than forty-eight hours in advance of any work which might damage or interfere with the operation of property along or adjacent to the work. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of non-execution on the part of the Contractor, he shall restore, or have restored at his own cost and expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage from injury in a manner acceptable to the City.

In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon forty-eight hours written notice under ordinary circumstances and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild, or otherwise restore such property as may be determined necessary and the cost will be deducted from any monies due to the Contractor under this contract, and if not so deducted, the Contractor will be obligated to forthwith reimburse the City for the cost.

7.7 Protection of Improvements. The Contractor shall be entirely responsible for the protection of all improvements such as walls, sidewalks and curbing that are not designated by the Engineer to be removed for proper construction of the project.

7.8 Protection of Trees. No trees shall be cut except upon the specific authority of the Engineer. Trees adjacent to the work shall be protected from all damage by the construction operations.

ARTICLE 8

INSURANCE

8.1 Contractor's Liability Insurance.

8.1.1 During the term of this contract, the Contractor shall maintain such insurance as will protect him from his claims which may arise out of or result from the Contractor's operations or completed operations under the contract, whether such operations be by himself or by a subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be held liable. This insurance shall cover:

(a) Claims arising under any workmen's compensation, employers liability, or any similar employee benefit acts;

(b) Claims because of bodily injury, sickness, disease or death of any person or persons, and for claims because of damage to or destruction of property of others, including loss of use.

8.1.2 The insurance referred to in subparagraph (b) above shall be written under the Comprehensive General and Comprehensive Automobile Liability policy forms, including coverage for all owned, hired, and non-owned automobiles. The Contractor may at his option provide the limits of liability as set out above by a combination of the above described policy forms, and an umbrella excess liability policy.

8.1.3 Such insurance shall be written for amounts not less than the following as respects subparagraph (a) above:

Workmen's Compensation Statutory
Employers Liability \$100,000 Each Occurrence

and respects subparagraph (b) above, for both general and automobile:

(This insurance may be written on primary insurance policies or a combination of primary insurance and umbrella/excess policies).

8.1.4 It is a condition of the contract that the policy or policies afford coverage for damage to property of others arising out of the perils of Explosion, Collapse, and Damage to Underground Facilities.

8.1.5 The policy or policies shall afford the same limits of liability as set out above for liability assumed under contract, including the indemnification liability set out in paragraph 8.6 of the General Conditions and contained herein.

8.1.6 It is a condition of the contract that the policy or policies waive any and all governmental immunity as a defense in any action brought against the insured or any other party to the contract.

8.1.7 The Contractor shall provide insurance to cover operating hazards during the period of placing the facilities in operation and during any testing, and until such time as the facilities are completed and accepted for operation by the City, and written notice of the fact has been issued by the City.

8.1.8 Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City or the Engineer do not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interests or liabilities.

8.2 Property Insurance.

8.2.1 All responsibility for maintenance of property insurance on the work remains solely with the Contractor who may at his option insure against any other perils, and such responsibility shall remain with the Contractor until such time as the work is complete and accepted in writing by the City. It is a condition of the contract that the City and Engineer and all Contractors, subcontractors, and sub-subcontractors waive all rights of recovery against each other for damages caused by perils to the extent covered by any valid and collectible insurance, and further, that any policy not including the standard waiver of subrogation clause be so endorsed as to comply with this paragraph.

8.3 Notice. The City shall be given at least 30 days written notice of cancellation, termination or material modification of the required insurance coverages.

8.4 Deductibles. All responsibility for payment of any sums resulting from any deductible provision, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

8.5 Certificate of Insurance. The insuring company shall deliver to the City certificates of all insurance required on a form specified by the City Clerk, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. The certificates shall be submitted directly to the City Clerk for review and approval by the City Attorney with a record copy only to the Engineer for his files. The Contractor shall not begin any work until the City has reviewed and approved the insurance certificates and has so notified the Contractor directly in writing. Any notice to proceed that is issued shall be subject to such approval by the City.

8.6 Indemnification. The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, which they may suffer or for which they may be held liable because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, in consequence of the performance of the work by the Contractor, his employees, agents or subcontractors.

ARTICLE 9

CHANGES IN THE WORK

9.1 Change Orders. The City to the extent authorized by law, may order extra work or make changes by altering, adding to, or deducting from the work without invalidating the contract, and the contract will be adjusted accordingly. No such order for extra work or change shall be valid unless authorized by official action of the City Council, and communicated to the Contractor in writing, except that the City Manager shall have the authority to execute on behalf of the City change orders where the amount involved does not exceed \$5,000.00. All such work shall be executed under the conditions of the original contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such a change.

Extensions in the contract time, as provided for in paragraph 5.2, shall be by change order. All change orders for extensions because of labor disputes and change orders for extensions for other reasons that do not exceed 30 days may be executed by the City Manager on behalf of the City.

In giving instructions, the Engineer shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purposes of the installation, but the contract sum and the contract time can be changed only by change order.

9.2 Determination of Adjustment. The amount of an adjustment to the contract sum for any additional, omitted or changed work shall be determined in one or more of the following ways:

- (a) By a lump sum price agreed upon prior to starting the additional or changed work.

- (b) By unit prices named in the proposal or as agreed upon prior to starting the additional or changed work.
- (c) By cost plus a fixed fee, the latter agreed upon prior to starting the additional or changed work.
- (d) By cost plus percentage.

"Cost", in methods (c) and (d) shall include all labor, materials, power, fuel, and rental on major items of equipment. The Contractor shall keep and present a correct account of the several items of cost together with vouchers. This definition and requirement applies equally to work done by subcontractors.

If none of the above methods is agreed upon, the Contractor, provided he received an order as above, shall proceed with the work. In such case, he shall keep and present, in such forms as the Engineer may direct, a correct amount of the net cost of labor and materials, together with vouchers. In that case, the Engineer shall certify a reasonable value of such labor and materials, and reasonable allowance shall be made by him for overhead and profit due to the Contractor.

Changed work shall be adjusted considering separately the parts of the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from subsequent monthly estimates.

Statements for additional or changed work shall be rendered by the Contractor not later than 15 days after the completion of each assignment of additional or changed work and if found correct will be approved by the Engineer and submitted for payment with the next regular monthly estimate.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages or anticipated profits on any portion of the work that may be omitted.

In unit price contracts the total quantity of work may be adjusted upward to downward by the Owner, to the extent that the final contract price is between 80 and 120 percent of the original estimated contract price. Amounts of individual items may be varied to any extent and individual items may be omitted entirely as long as the above limits are met. In the event that the total quantity of work is adjusted upward or downward beyond the above limits, that portion of the work beyond said limits may be performed at the original contract unit prices if agreed by the Owner and the Contractor, or otherwise, shall be handled in accordance with the provisions stated previously in this article.

Where the value of omitted work is not covered by applicable unit prices, the Engineer shall determine on an equitable basis the amount of (a) credit due the Owner for contract work not done as a result of an authorized change, (b) allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery and subsequent disposal of materials or equipment required for use on the work as planned and which could not be used in any part of the work as actually built, and (c) any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the contract documents.

Unless otherwise agreed upon by the Owner and the Contractor, the credit due the Owner for omitted work shall be the "cost" as defined above of the omitted work plus an overhead allowance of:

Ten (10) percent of the "cost" if the work was to have been done by the Contractor's own forces.

or:

Fifteen (15) percent of the "cost" if the work was to have been done by a subcontractor.

9.3 Claims for Additional Cost. If the Contractor request to make a claim for an increase in the contract sum, whether because of any instructions, latent conditions, delay or otherwise, he shall give notice in writing within ten days after the occurrence of the event giving rise to the claim. The notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the work. Claims made after this time, or not made in writing, will be refused and no claim shall be valid unless so made. Any change in the contract sum resulting from such claim shall be authorized by change order and shall be performed and compensated for under the terms of the original contract unless expressly provided otherwise.

ARTICLE 10

UNCOVERING AND CORRECTION OF WORK

10.1 Uncovering of Work. If any work should be covered without approval or contrary to the request of the Engineer, it must, if required by the Engineer, be uncovered for his observation and replaced, at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the contract documents, the Contractor shall pay such cost.

10.2 Correction of Work.

10.2.1 The Contractor shall promptly correct all work rejected by the Engineer as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected work, including the cost of the Engineer's additional services.

10.2.2 The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract documents, and without expense to the City and shall bear the expense of making good all work of the other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time fixed by written notice, the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days thereafter, the City may upon ten days' written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

10.2.3 The Contractor shall remedy any defects due to faulty materials or correct rejected workmanship and pay for any damage to other work resulting therefrom. Neither any provision in the contract documents, nor any special guarantee time limit, shall be held to limit the Contractor's liability for defects, to less than the legal limit of liability. The City shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided upon by the Engineer, notwithstanding final payment.

ARTICLE 11

TERMINATION OF THE CONTRACT

11.1 Right of the City to Terminate If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refused or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or so fails to prosecute the work as to endanger performance of this Agreement in accordance with its terms, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the City, upon certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor and the surety on his bond seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the work by whatever method the City Council may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional engineering, managerial, legal and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The Engineer shall certify the amount to be paid to the City or to the Contractor, as the case may be, in the manner provided in paragraph 6.3, and this obligation for payment shall survive the termination of the contract.

C1/GENCOND

SUPPLEMENTAL GENERAL CONDITIONS

1. Section 1.4.4 of the General Conditions shall be amended as follows:
 - A. Materials supplied for the contract shall meet the applicable requirements of:
 1. American Society of Testing and Materials (A.S.T.M.)
 2. American National Standards Institute (A.N.S.I.)
 3. American Water Works Association (A.W.W.A.)
 - B. All work shall be completed in accordance with applicable regulations of the Minnesota Department of Health.
2. Section 3.7.2 of the General Conditions shall be amended as follows:
 - A. Prior to release of final payment, the Contractor shall deliver an executed copy of the "Contractor Guarantee - Reservation of Rights by the City" contained in these documents.
3. Section 3.9 of the General Conditions shall be amended as follows:
 - A. The Contractor shall complete all aspects of the work at each individual site within 10 working days from the day of commencement at the particular work site.
 - B. The Contractor shall submit a proposed schedule for the work which contemplates this time allotment and the completion date established in Section 7 of these Supplemental General Conditions.
4. Section 4.10 of the General Conditions shall be amended as follows:
 - A. The Contractor and its sureties shall be liable for fixed, agreed, and liquidated damages in the amount of \$500 for each calendar day beyond the specified completion date that the project has not been completed.
5. Section 5.1 of the General Conditions shall be amended as follows:

The Contractor's work hours shall be limited from 7 a.m. to 6 p.m., Monday through Friday. No work shall be undertaken beyond the stated work hours of work days, Saturday, Sunday, or Holidays without written approval of the Engineer.

6. The Contractor's attention is called to Section 6.5.3 of the General Conditions. Section 6.5.3 shall be amended pursuant to Section 2 of these Supplemental General Conditions.
7. Add the following Section 6.5.5 to the General Conditions.
6.5.5 Completion Date. All work under this Contract shall be completed by January 17, 1992.
8. Section 7.3 of the General Conditions shall be amended as follows:
 - A. Noise levels shall be regulated in accordance with all applicable City and State ordinances. Noise pollution is the presence of any noise or combination of noises in such quantity, at such levels, of such nature and duration or under such conditions as could potentially be injurious to human health, safety, welfare or property, or to animal life, or could interfere unreasonable with the enjoyment of life or property.
9. Section 7.5 of the General Conditions shall be amended as follows:
 - A. The City shall provide barricades along street pavements for the protection of the Contractor's employees and the public.
10. Section 7.6 of the General Conditions shall be amended as follows:
 - A. Traffic restrictions shall be established as follows:
 1. Site A - Library Lane at W. Lake Street (north side)
 - No restrictions
 2. Site B - Gorham Avenue at Walker Street (northeast corner)
 - Northerly bound Gorham Avenue may be closed to traffic between 9 a.m. and 3 p.m. on workdays
 3. Site C - North frontage road Trunk Highway 7 west of Walker Street (north side)
 - Restrict road to one lane
 4. Site D - Freedom Park (Gorham Avenue at 2nd Street N.W.)
 - No restrictions
 - B. The Engineer shall delineate the limits of construction at all sites. If the Contractor damages property outside the limits, total restoration shall be the responsibility of the Contractor, at no additional cost to the project.
 - C. The City shall remove snow from the well sites to facilitate Contractor operations.

11. Add the following Sections to the General Conditions

7.9 Health and Safety. The Contractor is advised the work contemplated in this Contract is proposed in conjunction with the settlement of the United States of America, et al, vs. Reilly Tar & Chemical Corporation, et al. suit file in the Fourth District Court of the United States relative to the contamination of subsurface soils and groundwater. Accordingly, an encounter of subsurface soils containing creosote or coal tar constituents is possible. Physical hazards associated with exposure to creosote or coal tar constituents include skin irritation similar to sunburn. The Contractor is advised all employees must be protected according to applicable regulations of the enclosed Health and Safety Plan (Appendix A).

7.10 Contingency Plan. In the event the Contractor encounters subsurface soils containing creosote or coal tar constituents, he is referred to the Contingency Plan embodied in Appendix B.

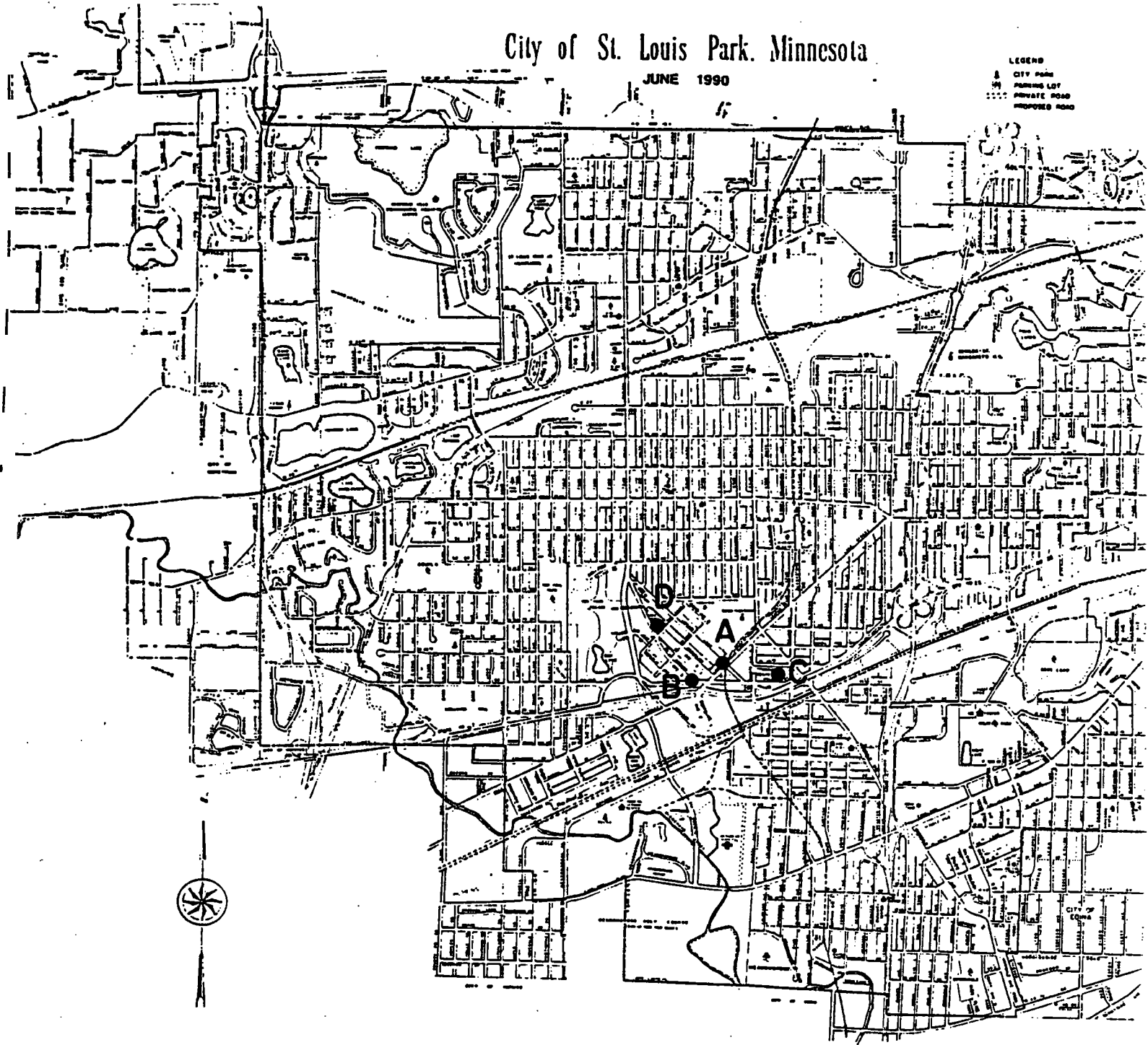
12. Section 8.2 of the General Conditions is deleted in its entirety.

13. The Contractor shall be licensed to install monitor wells in accordance with the provisions of the Minnesota Department of Health Water Well Construction Code.

City of St. Louis Park, Minnesota

JUNE 1990

LEGEND
A CITY POLE
B PARKING LOT
C PRIVATE ROAD
D PROPOSED ROAD



LOCATION MAP

Platteville Aquifer Monitor Well Construction

Project No. 91-13

**SPECIAL PROVISIONS
CONSTRUCTION MATERIALS AND PROCEDURES**

1. SCOPE OF WORK

- 1.1 These Special Provisions specify materials required and construction procedures to be followed in the construction of four Platteville Aquifer monitoring wells within the City of St. Louis Park, Minnesota.
- 1.2 The monitoring well site locations are identified in Section 10. of the Supplemental General Conditions.

2. MATERIAL REQUIREMENTS

2.1 Drilling Fluid

Drilling fluid shall be potable water as defined by the Minnesota Department of Health (Chapter 4725). The Contractor shall be responsible for providing potable water to each site.

Potable water may be taken from the municipal system at no cost to the Contractor. The point of appropriation shall be designated by the Engineer and shall be monitored by a City owned meter issued at no charge to the Contractor.

Bentonite drilling mud additives may be used if required. If bentonite drilling mud is utilized it shall be Wyo-gel or approved equal.

2.2 Neat Cement Grout

Neat cement grout shall consist of a mixture of 1 bag (94 pounds) Portland Cement Type I (ASTM C150) to not more than 6 gallons of potable water. Bentonite up to 2 percent by weight of mixture may be added.

No other admixtures will be allowed.

2.3 Steel Pipe

All pipe required for well casing shall be new steel pipe weighing 10.79 lbs./ft. and conforming to Section 4725.3400 of the Minnesota Department of Health Water Well Construction Code.

All pipe joints shall be continuously butt welded in accordance with AWWA C206. Pipe ends shall be machined perpendicular to the pipe axis and shall be outside beveled to an angle of 37.5 degrees plus or minus.

2.4 Security Caps

Security caps shall be McDonald Dubuque or approved equal

3. CONSTRUCTION PROCEDURES

3.1 General Requirements

- 3.1.1** No oils or greases shall be used at the sites in a manner which exposes materials scheduled for installation to contamination. No lubricants shall be placed in such a manner that they may be introduced into the well.

3.2 Well Construction

- 3.2.1** Platteville Aquifer monitor wells will be constructed using rotary drilling methods, or other methods approved by the Engineer.
- 3.2.2** The diameter of the borehole through the Drift Aquifer to the top of the Platteville Formation shall be eight inches.
- 3.2.3** The four inch diameter casing shall be seated into the top of the Platteville Formation.
- 3.2.4** Casing shall extend from the top of the Platteville Formation (approximately 100 feet) to approximately two feet above the ground surface.
- 3.2.5** The annulus from the top of the Platteville Formation to the ground surface shall be filled with neat cement grout.
- 3.2.6** After allowing the grout to set for at least 48 hours the Contractor shall advance the borehole through the Platteville Formation. If the Glenwood Formation is penetrated during drilling, the bore hole shall be filled with neat cement grout from the bottom of the hole to the top of the Glenwood Formation. The grouted installation shall remain undisturbed for 48 hours before proceeding with well development.
- 3.2.7** The well shall be developed by the Contractor using appropriate pumping procedures as approved by the Engineer.
- 3.2.8** The steel casing extending above the ground surface shall be equipped with a security cap.

3.3 Disposal of Fluids/Cuttings

- 3.3.1** Water produced from well drilling or development shall be directed to the sanitary sewer upon receipt of authorization from the Engineer.
- 3.3.2** Drilling fluids considered not suitable for introduction to the sanitary sewer, cuttings, and other debris shall be containerized and disposed of by the Contractor. Materials considered contaminated by creosote or coal tar constituents shall be handled in accordance with the Contingency Plan (Appendix B).

3.4 Cleaning of Equipment

- 3.4.1** The drilling apparatus including drilling, bailing, and water level measuring tools and devices shall be steam cleaned prior to mobilization to each well and after completion of the work.
- 3.4.2** Casing pipe, and fittings shall be steam cleaned, ends shall be covered by aluminum foil (shiny side out) and protected by a more durable material (burlap or canvas) prior to being transported to the site.
- 3.4.3** The Contractor shall certify that necessary cleaning procedures have been followed in preparation for, and upon completion of, the work. A record containing documentation of the procedures shall be presented to the Engineer upon completion of the work.

4. WELL LOGS

- 4.1** The Contractor shall maintain boring logs of all relevant drilling, sampling, and well installation, and well installation data. Information contained in the Contractor's logs shall include, but not be limited to:
 - 1.** Boring or well number, location, and date
 - 2.** Type of equipment used
 - 3.** Name of operator and assistant
 - 4.** Summary of sample depths, sample number, description, and classification
 - 5.** Water levels
 - 6.** Drilling conditions encountered
 - 7.** Quantity of drilling fluids lost to formations
 - 8.** Dimension of well installation
 - 9.** Final depth of hole
 - 10.** Record of equipment cleaning procedures
- 4.2** Upon completion of the monitoring wells, the Contractor shall furnish a copy of the well log to the Engineer as required by the Minnesota Department of Health Water Well Construction Code.

5. SAMPLES

5.1 The Contractor shall obtain geologic samples at five foot intervals of depth and at each change in stratum.

5.1.1 Samples shall weigh approximately one-half pound.

6. PAYMENT

6.1 Payment for the various items at the unit prices bid shall be compensation in full for all labor, equipment, and materials necessary to complete the work as desired. A more complete clarification of the pay items is as follows:

6.1.1 Mobilization - Bid per lump sum - shall include set up, and tear down at each Site.

6.1.2 Drill open bore hole - Bid per linear foot - shall include drilling, bailing, any material necessary to drill and maintain an open bore hole.

6.1.3 Drill and set casing - Bid per linear foot - shall include all drilling, bailing, and fluids necessary to drill the bore hole and install casing, including the cost of the casing.

6.1.4 Development - Bid per hour - shall include all operations, and materials, including water for jetting.

6.1.5 Equipment/material cleaning - Bid per lump sum - shall include equipment for cleaning at a location other than the well sites.

6.2 The following items are considered incidental:

- 1.** Water and fluids used in the project
- 2.** Neat cement grout
- 3.** Locking caps
- 4.** Disposal of noncontaminated drilling solids and fluids (in appropriate containers if necessary)
- 5.** Hauling of contaminated wastes to a temporary storage area at W. Lake Street and Louisiana Avenue
- 6.** Clean up
- 7.** Supply of health and safety equipment required pursuant to Appendix A

- 6.3 Final payment will not be made to the Contractor until the Engineer is furnished with the Well Logs and complete Contractor's report of activity, and the City issued water meter is returned, in an operable condition, to the City.

7. WORK BY THE CITY

7.1 The City will be responsible for the following activities:

1. Erection of barricades to restrict traffic per Section 9 of the Supplemental General Conditions.
2. Maintenance of a temporary storage area for contaminated wastes generated by the project.
3. Disposal of contaminated wastes which are the result of the presence of creosote or coal tar materials.
4. Sodding of disturbed sites.
5. Installation of security posts or concrete pads around the monitors wells as required by the Minnesota Department of Health Water Well Construction Code.
6. Monitoring of air quality pursuant to Appendix A.
7. Snow removal at well sites to facilitate Contractor operations.

Approved as to Form and Execution

Date _____ City Attorney _____

**CITY OF ST. LOUIS PARK
BOND OF PUBLIC CONTRACTOR**

KNOW ALL MEN BY THESE PRESENTS, that _____

as principal ("Contractor") and _____

a corporation duly organized under the laws of the State of _____
and authorized to transact business as a corporate surety in the State of
Minnesota, as surety ("surety"), are held and firmly bound to the City of St. Louis
Park, Minnesota, as obligee, ("City") in the sum of _____
dollars, for which payment the Contractor and surety
bind themselves, their respective heirs and legal representatives, successors and
assigns, jointly and severally.

The conditions of this obligation are that the Contractor has entered into a
contract with the City dated _____ for _____
which is specifically made a
part hereof by reference.

NOW, THEREFORE, if the Contractor shall perform the contract according to its
terms; shall pay as they become due all just claims for work done, tools,
machinery, skill, materials, insurance premiums, equipment and supplies as may be
provided for the completion of the contract in accordance with its terms; shall
indemnify and save the City harmless from all damage that may arise on account of
the failure of the Contractor to fully perform the contract or any part thereof,
including all costs, damages, and changes that may accrue on account of the doing
of the work specified; and shall pay all costs of enforcing the terms of this bond
in all actions which may be brought thereon, including reasonable attorneys' fees,
shall comply with all laws applicable to the contract; shall, in case the contract
price specified in the contract shall for any reason be increased, furnish an
additional bond in the sum of at least such increase within ten days after a demand
in writing from the City; then this obligation shall become void but otherwise it
shall remain in full force and effect.

No modification of the terms of the contract or of the work to be performed,
or extensions of time or changes in the mode and manner of payment, nor any
forbearance on the part of the City shall in any way release the Contractor of the
surety from liability. Notice to the surety of any such modification, extension or
forbearance is waived.

EXECUTED as of _____, 19____.

Surety

Principal

(Complete acknowledgments of parties on reverse and attach power of attorney
from the surety certified to include the date of the bond.)

Individual Principal

State of Minnesota }
County of Hennepin } ss.

On this _____ day of _____, 19 _____, before me, a _____
within and for said County, personally appeared _____

to me known to be the person described in, and who executed the foregoing instrument, and
acknowledged that he executed the same as his free act and deed.

Notary Public, _____ County, Minnesota
My Commission Expires _____ 19____.

Partnership Principal

State of Minnesota }
County of Hennepin } ss.

On this _____ day of _____, 19 _____, before me, a _____
within and for said County, personally appeared _____
a member of a partnership consisting of _____

doing business under the firm name and style of _____
to me known to be the person described in, and who executed the foregoing instrument, and
acknowledged that he executed the same as his free act and deed and as the free act and deed
of said partnership.

Notary Public, _____ County, Minnesota
My Commission Expires _____ 19____.

Corporation Principal

State of Minnesota }
County of Hennepin } ss.

On this _____ day of _____, 19 _____, before me, a _____
within and for said County, personally appeared _____
and _____, to me personally known, who, being each
by me duly sworn did say that they are respectively the _____ President and the _____
_____ of the Corporation named in the foregoing instrument, and that the
seal affixed to said instrument is the corporate seal of said corporation, and that said instru-
ment was signed and sealed in behalf of said corporation by authority of its Board of Directors
and said _____ and _____,
acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, _____ County, Minnesota
My Commission Expires _____ 19____.

Surety Company

State of Minnesota }
County of Hennepin } ss.

On this _____ day of _____, 19 _____ before me, a notary public in and for
said County, personally appeared _____ to me personally
known and being by me duly sworn, did say, that he is the Attorney-in-Fact of _____
_____, a corporation of _____, created,
organized and existing under and by virtue of the laws of the State of _____ and
authorized to contract as surety in the State of Minnesota, that the said instrument was exe-
cuted on behalf of the corporation by authority of its Board of Directors and that the said _____
_____ acknowledges said instrument to be the free act and deed of said
corporation and the seal affixed to said instrument is the corporate seal of said corporation.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal at _____, the day and year last above written.

Notary Public, _____ County, Minnesota
My Commission Expires _____ 19____.

INSURANCE AGENT/BROKER'S CERTIFICATION FORM

TO: City of St. Louis Park
City Hall
St. Louis Park, Minnesota 55416

RE: Insurance Coverage Required by Contract
for Improvement No. _____

The undersigned is an authorized representative of _____
which is the insuring company for _____, the contractor on
Improvement No. _____.

In compliance with this contract of the City of St. Louis Park, we certify
as follows:

1. We have fully read and checked for compliance the requirements of
insurance set forth in the contract documents, a copy of which is attached to
this certificate.

2. The contractor has in effect insurance that complies in every respect
with the requirements of insurance set forth in the contract documents,
including all of the conditions specified:

_____ Yes

_____ No (any required coverage that is not included under this certificate
and will be covered by a separate certificate is as follows: _____).

3. Any deductibles in excess of \$500.00 applicable to any of the
required coverages other than umbrella coverage are as follows:

4. The name and address of the insurance agent for the coverage included
in this certificate is _____

5. Attach Accord - Certificate of Insurance Form

Insurance Company

Authorized Representative

Approved as to Form and Execution

Date City Attorney

Enclosure

ARTICLE 8

INSURANCE

8.1 Contractor's Liability Insurance

8.1.1 During the term of this contract, the Contractor shall maintain such insurance with an insurance carrier licensed to do business in the State of Minnesota as will protect it from claims which may arise out of or result from the Contractor's operations or completed operations under the contract, whether such operations be by the Contractor or by a subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be held liable. This insurance shall cover:

(a) claims arising under any worker's compensation, employers liability, or any similar employee benefit acts;

(b) claims because of bodily injury, sickness, disease or death of any person or persons, and for claims because of damage to or destruction of property of others, including loss of use.

8.1.2 The insurance referred to in subparagraph (b) above shall be written under the Commercial General and Commercial Automobile Liability policy forms, including coverage for all owned, hired, and non-owned automobiles and for premises, operations liability, products, completed operations liability and contractual liability to cover the indemnification clause under 8.7 of this contract. The Contractor may at its option provide the limits of liability as set out below by a combination of the above described policy forms, and an umbrella excess liability policy.

8.1.3 Such insurance shall be written for amounts not less than the following as respects subparagraph (a) above:

Workers Compensation	Statutory
Employers Liability	\$100,000 Each Occurrence

and as respects subparagraph (b) above, for both general and automobile:

Bodily Injury and Property	
Damage Combined Single	
Limit	\$1,000,000 Each Occurrence

8.1.4 It is a condition of the contract that the policy or policies afford coverage for damage to property of others arising out of the perils of Explosion, Collapse, and Damage to Underground Facilities.

8.1.5 The policy or policies shall afford the same limits of liability as set out above for liability assumed under contract, including the indemnification liability set out in paragraph 8.6 of the General Conditions and contained herein.

8.1.6 It is a condition of the contract that the policy or policies waive any and all governmental immunity as a defense in any action brought against the insured or any other party to the contract.

8.1.7 The Contractor shall provide insurance to cover operating hazards during the period of placing the facilities in operation and during any testing, and until such time as the facilities are completed and accepted for operation by the City, and written notice of that fact has been issued by the City.

8.1.8 Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City or the Engineer do not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interests or liabilities.

8.2 Notice

The City shall be given at least 30 days prior written notice of cancellation, termination or material modification of the required insurance coverages.

8.3 Deductibles

All responsibility for payment of any sums resulting from any deductible provision, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

8.4 Certificate of Insurance

The insuring company shall deliver to the City certificates of all insurance required on a form specified by the City Clerk, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. The certificates shall be submitted directly to the City Clerk for review and approval by the City Attorney with a record copy to the City Engineer. The Contractor shall not begin any work until the City has reviewed and approved the insurance certificates and has so notified the Contractor directly in writing. Any notice to proceed that is issued shall be subject to such approval by the City.

8.5 Errors and Omissions Insurance

Any insurance agent for coverage required by this contract shall have in force and effect errors and omissions coverage in limits of not less than \$500,000 per occurrence and \$500,000 aggregate.

8.6 Indemnification

The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, which they may suffer or for which they may be held liable because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, in consequence of the performance of the work by the Contractor, its employees, agents or subcontractors.

C2/insur

Contractor _____

Contract No. _____

Improvement Project Nos. _____

Type _____

SWORN CONSTRUCTION STATEMENT

TO

CITY OF ST. LOUIS PARK, MINNESOTA

INSTRUCTIONS

This Statement Must Include All Services and Supplies Pertaining to Above Construction Contract.

1. Prepare a statement for each construction contract, instructing your contractors and material men to furnish us with waivers for each certificate issued.
2. Attach names and addresses of all contractors, sub-contractors and material men.
3. Under the heading "Total Contract", enter full amount of your contract with or total amount of services or supplies obtained from each contractor, sub-contractor and material men. Likewise, enter under the heading "Amount Paid" the exact amount you yourself have paid out to the time of making this affidavit. In the next column, headed "Balance Due", enter the difference between the other amounts, or the total you still owe to each contractor, sub-contractor and material man. A statement explaining in detail any and all arrangements which you have entered into with any contractor, sub-contractor or material man to accept as part or full payment any notes, securities, or agreements in lieu of cash must accompany this sworn construction statement.
4. Statements must be properly prepared, acknowledged and filed with us at least one week before payments are desired on your contract.
5. In order to prevent annoying delays do not hesitate to consult us about any part of this statement which is not clear to you.

SWORN CONSTRUCTION STATEMENT

Improvement Project No.(s) _____

Type of Improvement _____

Contractor _____

The undersigned, being first duly sworn, deposes and states:

1. He is the (if the general contractor is a corporation here insert the title of the signing party) General Contractor for the above project(s) for the City of St. Louis Park.

2. That there are no parties other than those designated in number 3(b) below to whom any sums will become due for furnishing labor, material, equipment, and machinery for said project(s).

3. That (check either (a) or (b), whichever is applicable):

_____ (a) All parties furnishing labor, material, equipment and machinery have been paid in full, or

_____ (b) Satisfactory financial arrangements have been made to pay all parties from whom the general contractor has secured labor (other than general contractor's own employees), material, equipment, and machinery in connection with said project(s), and fully disclosed on page two hereof, are those that have not been paid in full and waivers of claims will be presented, upon request, by all such persons to whom money is owed in connection with this project.

4. This affidavit is made for the purpose of obtaining final payment from the City of St. Louis Park.

Dated: _____, 19__.

Contractor _____

By _____
Name and Title

Subscribed and sworn to before me this

_____ day of _____, 19__.

Notary Public _____

_____ County, _____

My commission expires _____, 19__.

Approved by the City of St. Louis Park:

Public Works Department _____

City Manager _____

Finance Department _____

Minnesota Department of Revenue
Withholding Affidavit for Contractors

This affidavit must be approved by the Minnesota Department of Revenue before the State of Minnesota or any of its subdivisions can make final payment to contractors.

Company name	Minnesota ID number
Address	Month/year work began
City State Zip Code	Month/year work ended
	Total contract amount:
Telephone number ()	Amount still due:
Did you have employees work on this project? If none, explain who did the work:	Project number:
	Project location:
	Project owner:
	Address

Check the box that describes your involvement in the project and fill in all information requested in that category:

☐ **Sole contractor**

☐ **Subcontractor** If you are a subcontractor, fill in the name and address of the contractor that hired you:

☐ **Prime Contractor** If you subcontracted out any work on this project, all of your subcontractors must file their own IC-134 affidavits and have them certified by the Department of Revenue before you can file your affidavit. For each subcontractor you had, fill in the business information below, and attach a copy of each subcontractor's certified IC-134. (If you need more space, attach a separate sheet.)

Business name	Address	Owner/Officer

I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.

Contractor's signature

Title

Date

For certification, mail to:
Minnesota Department of Revenue, Business Trust Tax Section
Mail Station 6610, St. Paul, MN 55146-6610

Certificate of Compliance with Minnesota Income Tax Withholding Law

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this certificate has fulfilled all the requirements of Minnesota Statutes 290.92 and 290.97 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Signature of authorized Department of Revenue official

Date

Instructions for form IC-134

Who should file?

If you are a prime contractor, a contractor, or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city, or school district — you must file form IC-134 with the Minnesota Department of Revenue.

This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

When to file

The IC-134 cannot be processed until you are finished with the work. Do not send the affidavit in for certification before the project is completed since it will only be returned to you unprocessed. If you are a subcontractor or sole contractor, file form IC-134 when you have completed your part of the project.

If you are a prime contractor, file form IC-134 when the entire project is completed and you have received certified affidavits from all of your subcontractors.

Where to file

Fill out form IC-134 and mail the original and one copy to:

Minnesota Department of Revenue
Business Trust Tax Section
Mail Station 6610
St. Paul, MN 55146-6610

How to file

If you have fulfilled the requirements of the withholding tax laws of Minnesota, the Department of Revenue will sign your affidavit, keep the copy, and return the original to you.

If any withholding payments are due to the state, Minnesota law (M.S. 290.97) requires that payment must be made by *only* money order, cashiers check, certified check, or cash.

Take the certified affidavit to your prime contractor or to the governmental unit for which the work was done in order to receive your final payment.

Minnesota tax identification number

You must fill in your Minnesota tax identification number on the form. You must have a Minnesota tax ID number if you have employees who work in Minnesota.

If you need a number, get form MBA, Application for Tax Identification Number, and file it with the Minnesota Department of Revenue. To get form MBA, call 296-3781 from the Twin Cities area or 1-800-652-9094 from elsewhere in Minnesota, or write to Minnesota Tax Forms, Mail Station 7131, St. Paul, MN 55146-7131.

You do not need a Minnesota identification number if you have no employees and did all the work yourself. If this is the case, fill in your Social Security number in the space for Minnesota ID number and explain who did the work.

Are you a prime contractor and a subcontractor on the same project?

If you are a subcontractor who was hired to do work on a project and you subcontract all or a part of your portion of the project to another contractor, you become a prime contractor as well. If this is the case, fill out both the subcontractor and prime contractor areas on a single form.

Use of information

The Department of Revenue needs all the information, except your phone number, to determine whether you have met all state income tax withholding requirements. If all required information is not provided, the IC-134 will be returned to you for completion.

All information on this affidavit is guaranteed private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee that it will be kept private, and certain state or county agencies.

If you need help or additional information to fill out this form, call 296-6181 in the Twin Cities area. From elsewhere in Minnesota and from outside the state, call (toll-free) 1-800-657-3777.

APPENDIX A HEALTH AND SAFETY PLAN

Introduction

This Health and Safety Plan applies to on-site personnel who will potentially be exposed to soil and/or groundwater affected by creosote or coal tar constituents during the construction of Drift and Platteville Aquifer monitor wells. This plan has been designated to comply with, as a minimum, the requirements set forth in 29 CFR 1910.120, the OSHA standards governing hazardous waste operations. In no case may work be performed in a manner that conflicts with the intent of or the safety concerns expressed in this plan. Other contractors and subcontractors involved in this project will be required to adhere to this plan as a minimum, and to conduct all work in accordance with applicable health and safety regulations, including 29CFR1910.120

Materials of Concern and effects of Overexposure

The materials of concern which have been identified at this site are coal tar and creosote related materials including naphthalene, other polynuclear aromatic hydrocarbons (PAH) and phenolic compounds.

Coal tar and creosote are typically irritating to the eyes, skin and respiratory tract. Acute skin contact may cause burning and itching while prolonged contact and poor hygiene practices may produce dermatitis. Prolonged skin contact with creosote must be avoided to prevent the possibility of skin absorption.

Naphthalene is a hemolytic agent which, upon overexposure to the vapor or ingestion of the solid, may produce a variety of symptoms associated with the breakdown of red blood cells. Naphthalene is also irritating to the eyes and repeated or prolonged contact has been associated with the production of cataracts.

Repeated exposure to certain PAH compounds has been associated with the production of cancer. Contact of PAH compounds with the skin may cause photosensitization of the skin producing skin burns after subsequent exposure to ultraviolet radiation.

Phenolics are generally strong irritants which can have a corrosive effect on the skin and can also rapidly penetrate the skin. Overexposure to phenols and phenolic compounds may cause convulsions as well as liver and kidney damage.

Hazard Assessment

Initial

Because of the relatively low vapor pressures associated with PAH compounds (generally less than 10^{-4} mm Hg at 20°C), they are not expected to present a vapor hazard at this site. The most likely threat of exposure to these compounds will be via skin contact.

Although naphthalene and phenol also have relatively low vapor pressures (0.05 and 0.36 mm Hg at 20°C, respectively) there is a possibility that these substances may produce vapor hazards at this site under adverse conditions.

Continuing Hazard Assessment On-Site

Air Monitoring

An HNU Photoionization Detector (PID) equipped with a 10.2 eV lamp will be used by the Engineer to provide semiquantitative data on VOC concentrations in and around the breathing zone of workers. The Engineer will conduct air sampling by taking and recording periodic readings in the breathing zone over freshly-exposed soil being excavated.

TABLE 1

ACTION LIMITS FOR AIR CONTAMINANTS

<u>Limit</u>	<u>Persistent Concentration in the Breathing Zone</u>	<u>Procedure</u>
Lower	5 ppm	Don respirators, step up monitoring.
Upper	50 ppm	Stop work and back off from immediate work area until levels subside in the breathing zone.

Action Limits

The American Conference of Governmental Industrial Hygienists (ACGIH) has established threshold limit values (TLV) for phenol and naphthalene at 5 and 10 ppm, respectively, as 8-hour time weighted averages (TWA). Based on these values, the action limits in Table 1 have been set. The lower limit of 5 ppm is based on the TLV for phenol while the upper limit of 50 ppm is based on a minimum protection factor of 10 for a half-mask, air purifying respirator.

Response

When the PID yields persistent breathing-zone readings at or above the lower action limit, workers in the affected area will don respirators. Air sampling will continue on a more frequent basis. If readings are persistent at or above the upper limit, workers shall back off from the immediate work area until measured breathing-zone concentrations fall below the lower limit, at which time operations will resume and normal air monitoring will continue. If breathing zone levels do not fall below the upper limit, workers are to leave the work area and report the condition immediately to the City, the Engineer, or its representative. If necessary, engineering controls will be instituted to maintain vapor concentrations below the upper limit or arrangements will be made to upgrade to Level B protection.

Personal Protective Equipment

Personal protective equipment (PPE) will be donned, as necessary, based on the hazards encountered. Listed below is the personal protective equipment to be utilized during this project and the conditions requiring its use.

Personal Protective Equipment

- Coveralls - Polyethylene coated Tyvek if work involves contact with affected soil or groundwater.
- Boots - Chemical resistant type if work involves contact with affected soil or groundwater.
- Hard Hat - When working in the vicinity of operating heavy machinery.
- Face shield - If splash hazard exists.
- Gloves - Nitrile for potential contact with affected soil or groundwater.
- Respirator - MSA Comfo II with GMC-H Cartridges if PID reading exceeds 5 ppm or if dust or odors become objectionable.
- Chemical Safety Goggles - If eye irritation occurs.

Because of the carcinogenicity of certain PAH compounds, and because of the skin hazards associated with PAH and phenolic compounds, it is important that appropriate protective clothing be worn during work activities, which may involve the possibility of skin contact with affected soil or groundwater. As a minimum, the presence of visible creosote or coal tar related material shall constitute evidence of affected soil or groundwater.

Health and Safety Training

Site personnel covered by this Health and Safety Plan must have received appropriate health and safety training prior to their working on the site. Training will include:

- Requirements for and use of respirators and personal protective equipment.
- Cautions regarding the potential for trench collapse.
- Required personal hygiene practices.
- Requirements for employees to work in pairs.
- Proper material handling.
- Proper sampling procedures.
- Maintenance of safety equipment.
- Effective response to any emergency.
- Emergency procedures (e.g., in the event of a trench collapse).
- Hazard zones.
- Decontamination methods.
- General safety precautions.

A copy of the Standard Safety Procedures (Table 2) will be given to each worker covered by this Health and Safety Plan.

Decontamination

Administrative procedures require hygienic practices consistent with work hazards. Employees will be instructed in the training program on proper personal hygiene procedures.

Contaminated, reusable PPE, such as boots, hard hats, face shields and goggles, will be decontaminated prior to leaving the site. The decontamination procedure follows:

- Rinse with water to remove gross contamination.
- Wash in Alconox or equivalent detergent solution.
- Rinse with clean water.

Contaminated, disposable PPE, such as Tyvek coveralls and gloves will be placed in 55-gallon drums and stored on site while arrangements are made for disposal.

TABLE 2
STANDARD SAFETY PROCEDURES

- Employees are required to work in pairs.
- Wash face and hands prior to eating, smoking, or leaving the site.
- No smoking or eating is allowed in the work area during excavation or sampling activities.
- Wearing of contact lenses is not permitted in the work area.
- Contaminated material (e.g., Tyvek coveralls) must be properly disposed of before leaving the site.
- All work must be conducted in accordance with local, state and federal EPA and OSHA regulations, particularly 29 CFR 1910.120.
- The walls of trenches greater than 4 feet in depth must be sloped back to the angle of repose prior to entering. For average soil, an angle of 45° is recommended.

Respirators, if used, will be cleaned and disinfected after each day of use. The facepiece (with cartridge removed) will be washed in a hypochlorite (or equivalent) disinfecting solution, rinsed in warm water and air dried in a clean place.

Emergency Procedures

This Health and Safety Plan has been established to allow site operations to be conducted without adverse impacts on worker health and safety as well as public health and safety. In addition, supplementary emergency response procedures have been developed to cover extraordinary conditions at the site.

General

All accidents and unusual events will be dealt with in a manner to minimize a continued health risk to site workers. In the event that an accident or other unusual event occurs, the following procedure will be followed:

- First aid or other appropriate initial action will be administered by those closest to the accident/event. This assistance will be conducted so that those rendering assistance are not placed in a situation of unacceptable risk. In the event that a worker is caught in a trench collapse, call for emergency assistance immediately.
- All accidents/unusual events must be immediately reported to the Owner.
- All workers on site should conduct themselves in a mature, calm manner in the event of an accident/unusual event, to avoid spreading the danger to themselves, surrounding workers and the community.

Responses to Specific Situations

Emergency procedures for specific situations are given in the following paragraphs.

Worker Injury

If an employee in an affected area is physically injured, Red Cross first-aid procedures will be followed. Depending on the severity of the injury, emergency medical response may be sought. If an excavation collapses and a worker is caught, call for emergency assistance immediately. If the person is in no immediate danger, do not attempt to move him. Internal injuries could be worsened. If the employee can be moved, he will be taken to the edge of the work area (on a stretcher, if needed) where contaminated clothing (if any) will be removed, emergency first-aid administered, and transportation to a local emergency medical facility awaited.

If the injury to the worker is chemical in nature (e.g., overexposure), the following first-aid procedures are to be instituted:

- Eye Exposure - If affected solids or liquids get into the eyes, wash eyes immediately using large amounts of water and lifting the lower and upper lid occasionally. Obtain medical attention immediately.

- Skin Exposure - If affected solids or liquids get on the skin, promptly wash the affected skin using soap or mild detergent and water. Obtain medical attention immediately when exposed to concentrated solids or liquids.
- Inhalation - If a person inhales large amounts of a toxic vapor, move the exposed person to fresh air at once. If breathing has stopped, perform artificial respiration. Keep the affected person warm and at rest. Obtain medical attention as soon as possible.
- Swallowing - When affected solids or liquids have been swallowed, the Poison Control Center will be contacted and their recommended procedures followed.

NO COMPENSATION WILL BE PROVIDED FOR SAFETY MEASURES TAKEN BY THE CONTRACTOR TO MEET THE REQUIREMENTS OF THIS HEALTH AND SAFETY PLAN.

APPENDIX B

Contingent Actions for Contaminated Soils

It is possible that soils contaminated with coal tar materials will be encountered during the well drilling operations. It is likely, however, that any contaminated soils will be thoroughly weathered, hence, it is unlikely that volatile or "runny" coal tar wastes or contamination will be encountered.

If any coal tar wastes or contaminated soils are encountered during excavation work, the Engineer or his representative will determine if the material is suitable for use as backfill based on the following visual determination:

Excavated material containing creosote or coal tar constituents may be used as backfill material if the creosote or coal tar constituents have not acquired a cementitious nature so as to artificially bond the excavated soil structure as a concrete unit and if the creosote or coal tar constituents are not encountered in a definable homogeneous mass of excessive concentration or amount sufficient to preclude heterogeneous mixing with uncontaminated soils from the excavation area.

Any contaminated materials suitable for backfill will be replaced in approximately its original location and covered with at least twelve inches of clean soil before final grading. Any contaminated soils that are not suitable for backfilling will be stockpiled at a temporary storage facility between West Lake Street and Highway 7 (see Figure I) until all of the work required for the well construction has been completed. The stockpiled material will then be disposed of in accordance with all applicable state and federal regulations at a RCRA hazardous waste treatment/storage/disposal (TSD) facility legally permitted to accept the material and approved by the Environmental Protection Agency and Minnesota Pollution Control Agency. The City will be responsible for said disposal activities.

The temporary storage facility is an area 100 feet by 100 feet surrounded by an eight-foot chain link fence with silt screening at the bottom (see Figure I). The facility is located in a large open field on fill material placed in a bog area that used to receive the wastewater discharge from the former Republic Creosoting plant on the Site. The temporary storage facility has adequate capacity to handle the maximum amount of contaminated materials that could be generated during the work described in these project specifications. Any contaminated materials stockpiled in the temporary storage facility will be covered with an impervious barrier and the two gates will be kept locked at all times, except when material is being added to or removed from the stockpile.

The City will be responsible for keeping the Environmental Protection Agency, Minnesota Pollution Control Agency and Reilly Tar & Chemical Corporation informed of all significant actions involving excavation and disposal of contaminated soils and use of the temporary storage facility. All actions, decisions and communications by the City, Environmental Protection Agency, Minnesota Pollution Control Agency, and Reilly in dealing with contaminated soils will be in accordance with and subject to the provisions of Parts I, J, and O of the Consent Decree in the Reilly settlement.

Contingent Actions for Contaminated Well Construction Materials

It is possible that solid and/or aqueous materials contaminated with creosote or coal tar constituents will be generated during the well construction work described in the project specifications. Any contaminated solids will be handled as excavated soils as described above, namely:

1. Contaminated solids suitable for use as backfill will be used as such;
2. Contaminated solids unsuitable for use as backfill will be stockpiled in the temporary storage area for subsequent disposal at a RCRA TSD facility.

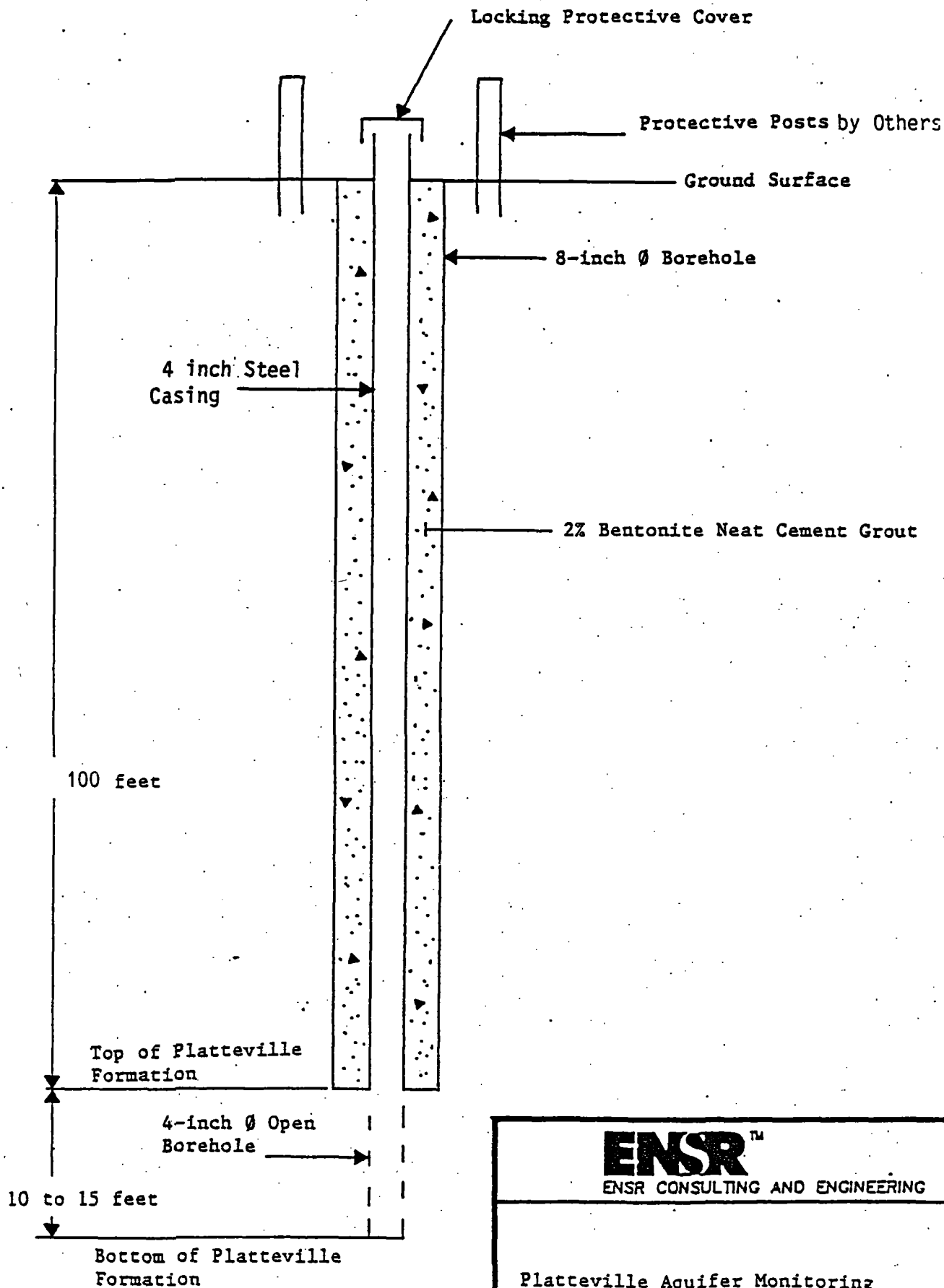
Groundwater and drilling fluids generated during well construction work will be classified as contaminated if the water exhibits a discernible oil sheen or oil phase. Contaminated water will be pumped to the sanitary sewer if it contains less than ten percent organic material. Estimates of flow rate, disposal volume and water quality will be established and the Metropolitan Waste Control Commission (MWCC) will be informed before the discharge to the sanitary sewer if the estimated flow exceeds 150 gallons per workday. Contaminated liquids containing more than ten percent organic material or failing to receive MWCC approval for discharge will be disposed of in accordance with all applicable local, state and federal rules and regulations and Part T of the Consent Decree. Uncontaminated water will be disposed of in the storm sewer or by other means acceptable to the City of St. Louis Park.

Any use of the temporary storage facility for contaminated well construction materials will be as described above for contaminated soils.

The City will keep the Environmental Protection Agency, Minnesota Pollution Control Agency and Reilly informed of all significant actions involving the generation and disposal of contaminated well construction materials and use of the temporary storage facility. All actions, decisions and communications by the City, Environmental Protection Agency, Minnesota Pollution Control Agency, and Reilly in dealing with contaminated well construction materials will be in accordance with and subject to the provisions of Parts I, J and O of the Consent Decree.

A hand-drawn diagram of a highway. It consists of two parallel solid lines representing the edges of the road, with a dashed line in the center representing the center line. The word "HIGHWAY" is written in capital letters on the left side of the center line. To the right of the center line, the text "No. 7" is written. An arrow points upwards from below the center line towards the dashed line.





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ENSR CONSULTING AND ENGINEERING

Platteville Aquifer Monitoring
Well Design

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